

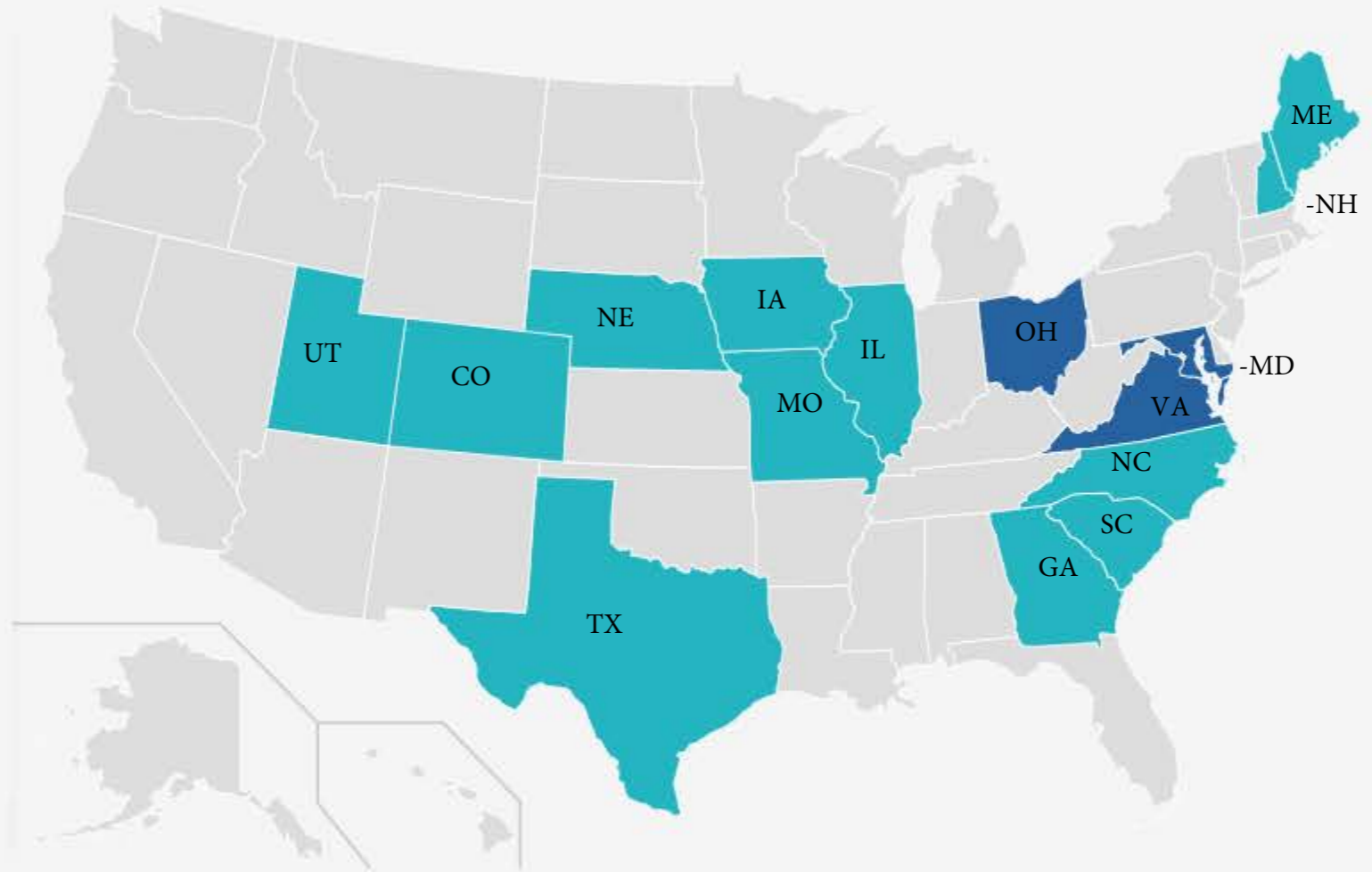
REVIEW. UPDATE AND DISCUSSION OF VARIOUS STATES' LEGISLATION TO ALLOW THEIR STATE TO BECOME A MEMBER OF THE OCCUPATIONAL THERAPY LICENSURE COMPACT.

The following items are attached:

- Map showing status of legislation by state.
- State update on compact legislation.
- Colorado bill.
- Illinois bill.
- Iowa bill.
- Missouri bill summary.
- North Carolina bill.
- Maryland bill – *Enacted 4/13/2021.*
- Ohio bill - *Enacted 4/2/2021.*

AGENDA ITEM 7
COMPACT STATUS MAP

Colorado
Georgia
Illinois
Iowa
Maine
Maryland
Missouri
Nebraska
New Hampshire
North Carolina
Ohio
South Carolina
Texas
Utah
Virginia



 **Enacted**

 **Legislation Pending**

AGENDA ITEM 7
STATE COMPACT LEGISLATION STATUS

LEGISLATION ALLOWING STATES TO JOIN OCCUPATIONAL THERAPY LICENSURE COMPACT

STATE	BILL	TITLE	STATUS	INC?
Colorado	HB 21-1279	Occupational Therapy Licensure Interstate Compact	04/15/2021 – Introduced.	YES
Illinois	SB 1862	Occupational Therapy Compact	04/16/2021 – Assigned to Senate Assignments.	YES
Iowa	HSB 201	Establishes the Occupational Therapy Licensure Compact	04/27/2021 – Placed on calendar under unfinished business.	YES
Maine	SP 39	Adopts the Occupational Therapy Licensure Compact	03/30/2021 – Carried over in the Senate. 01/11/2021 – Received by the Secretary of the Senate.	NO
Missouri	HB 542	Establishes the Occupational Therapy Licensure Compact.	05/10/2021 – Passed Senate.	YES
Missouri	SB 330	Adopts the Occupational Therapy Licensure Compact	04/14/2021 – Referred to House Registration and Licensing. 03/11/2021 – Passed Senate.	NO
Nebraska	LB 15	Adopt the Occupational Therapy Practice Interstate Compact	01/21/2021- Notice of hearing for January 28, 2021.	NO
New Hampshire	SB 133	Omnibus Legislation relative to Occupational Licensure	04/13/2021 – Introduced in the House and referred to Executive Departments and Administration.	NO 90 pgs

LEGISLATION ALLOWING STATES TO JOIN OCCUPATIONAL THERAPY LICENSURE COMPACT

North Carolina	HB 224	Occupational Therapy Interstate Compact	04/05/2021 - Sent to House Rules Committee. 03/31/2021 – Passed out of Senate.	YES
South Carolina	H 3559	Occupational Therapy Licensure Compact.	01/12/2021 – Passed House Referred to Committee on Medical, Military, Public and Municipal Affairs.	NO
Texas	HB 458	Relating to the Occupational Therapy Licensure Compact: authorizing fees.	05/04/2021 – Referred to Senate Health and Human Services. (Text identical to SB 458)	NO
Texas	SB 458	Relating to the Occupational Therapy Licensure Compact: authorizing fees.	03/09/2021 – Referred to Senate Health and Human Services.	NO
Utah	SB 112	Occupational Therapy Licensure Compact.	03/05/2021 – House to Senate. Senate file for bills not passed.	NO
<i>STATES PASSING COMPACT LEGISLATION</i>				
Georgia Enacted Compact Legislation May 10, 2021				NO
Maryland Enacted Compact Legislation April 13, 2021; Effective October 1, 2021				YES
Ohio Enacted Compact Legislation April 2, 2021				YES
Virginia Enacted Compact Legislation January 1, 2021				NO

AGENDA ITEM 7
COLORADO

First Regular Session
Seventy-third General
Assembly STATE OF
COLORADO

INTRODUCED

LLS NO. 21-0967.01 Richard Sweetman x4333

HOUSE BILL 21-1279

HOUSE SPONSORSHIP

Young and Holtorf,

SENATE SPONSORSHIP

Fields,

House Committees

Public & Behavioral Health & Human Services

Senate Committees

A BILL FOR AN ACT

101 CONCERNING THE REGULATION OF PRACTITIONERS OF OCCUPATIONAL
102 THERAPY, AND, IN CONNECTION THEREWITH, ENACTING
103 COLORADO'S MEMBERSHIP IN AN INTERSTATE COMPACT
104 CONCERNING THE LIMITED INTERSTATE PRACTICE OF
105 OCCUPATIONAL THERAPY AND PROVIDING FOR THE ISSUANCE OF
106 PROVISIONAL LICENSES TO CERTAIN QUALIFIED INDIVIDUALS.

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill enacts the "Occupational Therapy Licensure Interstate

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment. **Capital letters or bold & italic numbers indicate new material to be added to existing statute. Dashes through the words indicate deletions from existing statute.**

Compact" (compact), allowing occupational therapists and occupational therapy assistants who are licensed in any state that is a member of the compact to provide occupational therapy services in other member states.

The director of the division of professions and occupations in the department of regulatory agencies is authorized to issue provisional occupational therapy licenses and provisional occupational therapy assistant licenses to certain qualified individuals and to implement the compact.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add** part 41 to article 60 of title
3 24 as follows:

4 PART 41

5 OCCUPATIONAL THERAPY LICENSURE

6 INTERSTATE COMPACT

7 **24-60-4101. Approved and ratified.** THE GENERAL ASSEMBLY HEREBY
8 APPROVES AND RATIFIES, AND THE GOVERNOR SHALL ENTER INTO, A COMPACT ON
9 BEHALF OF THE STATE OF COLORADO WITH ANY OF THE UNITED STATES OR OTHER
10 JURISDICTIONS LEGALLY JOINING THEREIN IN THE FORM SUBSTANTIALLY AS FOLLOWS:

11 **SECTION 1**

12 **PURPOSE**

13 THE PURPOSE OF THIS COMPACT IS TO FACILITATE INTERSTATE
14 PRACTICE OF OCCUPATIONAL THERAPY WITH THE GOAL OF IMPROVING
15 PUBLIC ACCESS TO OCCUPATIONAL THERAPY SERVICES. THE PRACTICE OF
16 OCCUPATIONAL THERAPY OCCURS IN THE STATE WHERE THE
17 PATIENT/CLIENT IS LOCATED AT THE TIME OF THE PATIENT/CLIENT
18 ENCOUNTER. THE COMPACT PRESERVES THE REGULATORY AUTHORITY OF
19 STATES TO PROTECT PUBLIC HEALTH AND SAFETY THROUGH THE CURRENT
20 SYSTEM OF STATE LICENSURE. THIS COMPACT IS DESIGNED TO ACHIEVE
21

1 THE FOLLOWING OBJECTIVES:

2 A. INCREASE PUBLIC ACCESS TO OCCUPATIONAL THERAPY
3 SERVICES BY PROVIDING FOR THE MUTUAL RECOGNITION OF OTHER
4 MEMBER STATE LICENSES;

5 B. ENHANCE STATES' ABILITY TO PROTECT THE PUBLIC'S HEALTH
6 AND SAFETY;

7 C. ENCOURAGE THE COOPERATION OF MEMBER STATES IN
8 REGULATING MULTISTATE OCCUPATIONAL THERAPY PRACTICE;

9 D. SUPPORT SPOUSES OF RELOCATING ACTIVE DUTY MILITARY
10 PERSONNEL;

11 E. ENHANCE THE EXCHANGE OF LICENSURE, INVESTIGATIVE, AND
12 DISCIPLINARY INFORMATION BETWEEN MEMBER STATES;

13 F. ALLOW A REMOTE STATE TO HOLD A PROVIDER OF SERVICES
14 WITH A COMPACT PRIVILEGE IN THAT STATE ACCOUNTABLE TO THAT
15 STATE'S PRACTICE STANDARDS; AND

16 G. FACILITATE THE USE OF TELEHEALTH TECHNOLOGY IN ORDER
17 TO INCREASE ACCESS TO OCCUPATIONAL THERAPY SERVICES.

18 **SECTION 2**

19 **DEFINITIONS**

20 AS USED IN THIS COMPACT, AND EXCEPT AS OTHERWISE PROVIDED,
21 THE FOLLOWING DEFINITIONS SHALL APPLY:

22 A. "ACTIVE DUTY MILITARY" MEANS FULL-TIME DUTY STATUS IN THE
23 ACTIVE UNIFORMED SERVICES OF THE UNITED STATES, INCLUDING
24 MEMBERS OF THE NATIONAL GUARD AND RESERVE ON ACTIVE DUTY
25 ORDERS PURSUANT TO 10 U.S.C. CHAPTERS 1209 AND 1211.

26 B. "ADVERSE ACTION" MEANS ANY ADMINISTRATIVE, CIVIL,
27 EQUITABLE, OR CRIMINAL ACTION PERMITTED BY A STATE'S LAWS THAT IS

1 IMPOSED BY A LICENSING BOARD OR OTHER AUTHORITY AGAINST
2 AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY
3 ASSISTANT, INCLUDING ACTIONS AGAINST AN INDIVIDUAL'S
4 LICENSE OR COMPACT PRIVILEGE SUCH AS CENSURE,
5 REVOCATION, SUSPENSION, PROBATION, MONITORING OF THE
6 LICENSEE, OR RESTRICTION ON THE LICENSEE'S PRACTICE.

7 C. "ALTERNATIVE PROGRAM" MEANS A NONDISCIPLINARY
8 MONITORING PROCESS APPROVED BY AN OCCUPATIONAL THERAPY
9 LICENSING 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 AS AN OCCUPATIONAL THERAPY ASSISTANT
14 IN THE REMOTE STATE UNDER ITS LAWS AND RULES. THE PRACTICE OF
15 OCCUPATIONAL THERAPY OCCURS IN THE MEMBER STATE WHERE THE
16 PATIENT/CLIENT IS LOCATED AT THE TIME OF THE PATIENT/CLIENT
17 ENCOUNTER.

18 E. "CONTINUING COMPETENCE/EDUCATION" MEANS A
19 REQUIREMENT, AS A CONDITION OF LICENSE RENEWAL, TO PROVIDE
20 EVIDENCE OF PARTICIPATION IN, AND/OR COMPLETION OF, EDUCATIONAL
21 AND PROFESSIONAL ACTIVITIES RELEVANT TO A PRACTICE OR AREA OF
22 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

1 REASON TO BELIEVE IS NOT GROUNDLESS AND, IF PROVED TRUE, WOULD
2 INDICATE MORE THAN A MINOR INFRACTION.

3 G. "DATA SYSTEM" MEANS A REPOSITORY OF INFORMATION ABOUT
4 LICENSEES, INCLUDING, BUT NOT LIMITED TO, LICENSE STATUS,
5 INVESTIGATIVE INFORMATION, COMPACT PRIVILEGES, AND ADVERSE
6 ACTIONS.

7 H. "ENCUMBERED LICENSE" MEANS A LICENSE FOR WHICH AN
8 ADVERSE ACTION RESTRICTS THE PRACTICE OF OCCUPATIONAL THERAPY
9 BY THE LICENSEE OR AN ADVERSE ACTION HAS BEEN REPORTED TO THE
10 NATIONAL PRACTITIONERS DATA BANK.

11 I. "EXECUTIVE COMMITTEE" MEANS A GROUP OF DIRECTORS
12 ELECTED OR APPOINTED TO ACT ON BEHALF OF, AND WITHIN THE
13 POWERS GRANTED TO THEM BY, THE COMMISSION.

14 J. "HOME STATE" MEANS THE MEMBER STATE THAT IS THE
15 LICENSEE'S PRIMARY STATE OF RESIDENCE.

16 K. "IMPAIRED PRACTITIONER" MEANS AN INDIVIDUAL WHOSE
17 PROFESSIONAL PRACTICE IS ADVERSELY AFFECTED BY SUBSTANCE
18 ABUSE, ADDICTION, OR OTHER HEALTH-RELATED CONDITIONS.

19 L. "INVESTIGATIVE INFORMATION" MEANS INFORMATION,
20 RECORDS, AND/OR DOCUMENTS RECEIVED OR GENERATED BY AN
21 OCCUPATIONAL THERAPY LICENSING BOARD PURSUANT TO AN
22 INVESTIGATION.

23 M. "JURISPRUDENCE REQUIREMENT" MEANS THE ASSESSMENT OF
24 AN INDIVIDUAL'S KNOWLEDGE OF THE LAWS AND RULES GOVERNING THE
25 PRACTICE OF OCCUPATIONAL THERAPY IN A STATE.

26 N. "LICENSEE" MEANS AN INDIVIDUAL WHO CURRENTLY HOLDS AN
27 AUTHORIZATION FROM THE STATE TO PRACTICE AS AN OCCUPATIONAL

1 THERAPIST OR AN OCCUPATIONAL THERAPY ASSISTANT.

2 O. "MEMBER STATE" MEANS A STATE THAT HAS ENACTED THIS
3 COMPACT.

4 P. "OCCUPATIONAL THERAPIST" MEANS AN INDIVIDUAL WHO IS
5 LICENSED BY THE STATE TO PRACTICE OCCUPATIONAL THERAPY.

6 Q. "OCCUPATIONAL THERAPY ASSISTANT" MEANS AN INDIVIDUAL
7 WHO IS LICENSED BY THE STATE TO PRACTICE OCCUPATIONAL THERAPY
8 UNDER THE SUPERVISION OF, AND IN PARTNERSHIP WITH, AN
9 OCCUPATIONAL THERAPIST.

10 R. "OCCUPATIONAL THERAPY", "OCCUPATIONAL THERAPY
11 PRACTICE", AND THE "PRACTICE OF OCCUPATIONAL THERAPY" MEAN THE
12 CARE AND SERVICES PROVIDED BY AN OCCUPATIONAL THERAPIST OR AN
13 OCCUPATIONAL THERAPY ASSISTANT AS SET FORTH IN THE MEMBER
14 STATE'S STATUTES AND REGULATIONS.

15 S. "OCCUPATIONAL THERAPY COMPACT COMMISSION" OR
16 "COMMISSION" MEANS THE NATIONAL ADMINISTRATIVE BODY WHOSE
17 MEMBERSHIP CONSISTS OF ALL STATES THAT HAVE ENACTED THE
18 COMPACT.

19 T. "OCCUPATIONAL THERAPY LICENSING BOARD" OR "LICENSING
20 BOARD" MEANS THE AGENCY OF A STATE THAT IS AUTHORIZED TO LICENSE
21 AND REGULATE OCCUPATIONAL THERAPISTS AND OCCUPATIONAL THERAPY
22 ASSISTANTS. IN COLORADO, "OCCUPATIONAL THERAPY LICENSING BOARD"
23 OR "LICENSING BOARD" MEANS THE DIRECTOR OF THE DIVISION OF
24 PROFESSIONS AND OCCUPATIONS IN THE DEPARTMENT OF
25 REGULATORY AGENCIES.

26 U. "PRIMARY STATE OF RESIDENCE" MEANS THE STATE (ALSO KNOWN
27 AS THE HOME STATE) IN WHICH AN OCCUPATIONAL THERAPIST OR

1 OCCUPATIONAL THERAPY ASSISTANT WHO IS NOT ACTIVE DUTY MILITARY
2 DECLARES A PRIMARY RESIDENCE FOR LEGAL PURPOSES AS VERIFIED BY A
3 DRIVER'S LICENSE, FEDERAL INCOME TAX RETURN, LEASE, DEED,
4 MORTGAGE, VOTER REGISTRATION, OR OTHER VERIFYING DOCUMENTATION
5 AS MAY BE FURTHER DEFINED BY RULES OF THE COMMISSION.

6 V. "REMOTE STATE" MEANS A MEMBER STATE OTHER THAN THE
7 HOME STATE WHERE A LICENSEE IS EXERCISING OR SEEKING TO EXERCISE
8 THE COMPACT PRIVILEGE.

9 W. "RULE" MEANS A REGULATION PROMULGATED BY THE
10 COMMISSION THAT HAS THE FORCE OF LAW.

11 X. "SINGLE-STATE LICENSE" MEANS AN OCCUPATIONAL THERAPIST
12 OR OCCUPATIONAL THERAPY ASSISTANT LICENSE ISSUED BY A MEMBER
13 STATE THAT AUTHORIZES PRACTICE ONLY WITHIN THE ISSUING STATE AND
14 DOES NOT INCLUDE A PRIVILEGE TO PRACTICE IN ANY OTHER MEMBER
15 STATE.

16 Y. "STATE" MEANS ANY STATE, COMMONWEALTH, DISTRICT, OR
17 TERRITORY OF THE UNITED STATES THAT REGULATES THE PRACTICE OF
18 OCCUPATIONAL THERAPY.

19 Z. "TELEHEALTH" MEANS THE APPLICATION OF
20 TELECOMMUNICATION TECHNOLOGY TO DELIVER OCCUPATIONAL THERAPY
21 SERVICES FOR ASSESSMENT, INTERVENTION, AND/OR CONSULTATION.

22 SECTION 3

23 STATE PARTICIPATION IN THE COMPACT

- 24 A. TO PARTICIPATE IN THIS COMPACT, A MEMBER STATE SHALL: 1.
25 LICENSE OCCUPATIONAL THERAPISTS AND OCCUPATIONAL
26 THERAPY ASSISTANTS;
27 2. PARTICIPATE FULLY IN THE DATA SYSTEM, INCLUDING BUT NOT

1 LIMITED TO USING THE COMMISSION'S UNIQUE IDENTIFIER AS DEFINED IN
2 RULES OF THE COMMISSION;

3 3. HAVE A MECHANISM IN PLACE FOR RECEIVING AND
4 INVESTIGATING COMPLAINTS ABOUT LICENSEES;

5 4. NOTIFY THE COMMISSION, IN COMPLIANCE WITH THE TERMS OF
6 THIS COMPACT AND RULES, OF ANY ADVERSE ACTION OR THE
7 AVAILABILITY OF INVESTIGATIVE INFORMATION REGARDING A LICENSEE;

8 5. IMPLEMENT OR UTILIZE PROCEDURES FOR CONSIDERING THE
9 CRIMINAL HISTORY RECORDS OF APPLICANTS FOR AN INITIAL COMPACT
10 PRIVILEGE. THESE PROCEDURES SHALL INCLUDE THE REQUIREMENT THAT
11 AN APPLICANT FOR LICENSURE UNDER THE COMPACT MUST HAVE THE
12 APPLICANT'S FINGERPRINTS TAKEN BY A LOCAL LAW ENFORCEMENT
13 AGENCY OR ANY THIRD PARTY APPROVED BY THE COLORADO BUREAU OF
14 INVESTIGATION FOR THE PURPOSE OF OBTAINING A FINGERPRINT-BASED
15 CRIMINAL HISTORY RECORD CHECK. THE APPLICANT SHALL SUBMIT
16 PAYMENT BY CERTIFIED CHECK OR MONEY ORDER FOR THE FINGERPRINTS
17 AND FOR THE ACTUAL COSTS OF THE RECORD CHECK AT THE TIME THE
18 FINGERPRINTS ARE SUBMITTED TO THE COLORADO BUREAU OF
19 INVESTIGATION. UPON RECEIPT OF FINGERPRINTS AND RECEIPT OF THE
20 PAYMENT FOR COSTS, THE COLORADO BUREAU OF INVESTIGATION SHALL
21 CONDUCT A STATE AND NATIONAL FINGERPRINT-BASED CRIMINAL HISTORY
22 RECORD CHECK UTILIZING RECORDS OF THE COLORADO BUREAU OF
23 INVESTIGATION AND THE FEDERAL BUREAU OF INVESTIGATION AND SHALL
24 FORWARD THE RESULTS OF THE CRIMINAL HISTORY RECORD CHECK TO THE
25 LICENSING BOARD. THE LICENSING BOARD SHALL USE THE INFORMATION
26 RESULTING FROM THE FINGERPRINT-BASED CRIMINAL HISTORY RECORD
27 CHECK TO INVESTIGATE AND DETERMINE WHETHER AN APPLICANT IS

1 QUALIFIED TO HOLD A LICENSE PURSUANT TO THE COMPACT. THE
2 LICENSING BOARD MAY VERIFY THE INFORMATION AN APPLICANT IS
3 REQUIRED TO SUBMIT. THE RESULTS OF THE CRIMINAL HISTORY RECORD
4 CHECK ARE CONFIDENTIAL. THE LICENSING BOARD SHALL NOT RELEASE
5 THE RESULTS TO THE PUBLIC, THE COMMISSION, OR ANY OTHER
6 REGULATOR, AS THAT TERM IS DEFINED IN SECTION 12-20-102 (14).

7 a. A MEMBER STATE MUST FULLY IMPLEMENT A CRIMINAL
8 BACKGROUND CHECK REQUIREMENT WITHIN A TIME FRAME ESTABLISHED
9 BY RULE.

10 b. COMMUNICATION BETWEEN A MEMBER STATE, THE
11 COMMISSION, AND AMONG MEMBER STATES REGARDING THE
12 VERIFICATION OF ELIGIBILITY FOR LICENSURE THROUGH THIS COMPACT
13 SHALL NOT INCLUDE ANY INFORMATION RECEIVED FROM THE FEDERAL
14 BUREAU OF INVESTIGATION RELATING TO A FEDERAL CRIMINAL RECORDS
15 CHECK PERFORMED BY A MEMBER STATE UNDER PUB.L. 92-544.

16 6. COMPLY WITH THE RULES OF THE COMMISSION;

17 7. UTILIZE ONLY A RECOGNIZED NATIONAL EXAMINATION AS A
18 REQUIREMENT FOR LICENSURE PURSUANT TO THE RULES OF THE
19 COMMISSION; AND

20 8. HAVE CONTINUING COMPETENCE/EDUCATION REQUIREMENTS AS
21 A CONDITION FOR LICENSE RENEWAL.

22 B. A MEMBER STATE SHALL GRANT THE COMPACT PRIVILEGE TO
23 A LICENSEE HOLDING A VALID UNENCUMBERED LICENSE IN
24 ANOTHER MEMBER STATE IN ACCORDANCE WITH THE TERMS
25 OF THIS COMPACT AND RULES.

26 C. MEMBER STATES MAY CHARGE A FEE FOR
27 GRANTING A COMPACT PRIVILEGE.

1 D. A MEMBER STATE SHALL PROVIDE FOR THE STATE'S DELEGATE
2 TO ATTEND ALL COMMISSION MEETINGS.

3 E. INDIVIDUALS NOT RESIDING IN A MEMBER STATE SHALL
4 CONTINUE TO BE ABLE TO APPLY FOR A MEMBER STATE'S SINGLE-
5 STATE LICENSE AS PROVIDED UNDER THE LAWS OF EACH MEMBER
6 STATE. HOWEVER, THE SINGLE-STATE LICENSE GRANTED TO THESE
7 INDIVIDUALS SHALL NOT BE RECOGNIZED AS GRANTING THE COMPACT
8 PRIVILEGE IN ANY OTHER MEMBER STATE.

9 F. NOTHING IN THIS COMPACT AFFECTS THE REQUIREMENTS
10 ESTABLISHED BY A MEMBER STATE FOR THE ISSUANCE OF A SINGLE-
11 STATE LICENSE.

12 **SECTION 4**

13 **COMPACT PRIVILEGE**

14 A. TO EXERCISE THE COMPACT PRIVILEGE UNDER THE TERMS AND
15 PROVISIONS OF THIS COMPACT, A LICENSEE SHALL:

- 16 1. HOLD A LICENSE IN THE HOME STATE;
- 17 2. HAVE A VALID UNITED STATES SOCIAL SECURITY NUMBER OR
18 NATIONAL PRACTITIONER IDENTIFICATION NUMBER;
- 19 3. HAVE NO ENCUMBRANCE ON ANY STATE LICENSE;
- 20 4. BE ELIGIBLE FOR A COMPACT PRIVILEGE IN ANY MEMBER STATE
21 IN ACCORDANCE WITH SECTIONS 4 (D), 4 (F), 4 (G), AND 4 (H);
- 22 5. HAVE PAID ALL FINES AND COMPLETED ALL REQUIREMENTS
23 RESULTING FROM ANY ADVERSE ACTION AGAINST ANY LICENSE OR
24 COMPACT PRIVILEGE, AND TWO YEARS HAVE ELAPSED FROM THE DATE OF SUCH
25 COMPLETION;
- 26 6. NOTIFY THE COMMISSION THAT THE LICENSEE IS SEEKING THE
27 COMPACT PRIVILEGE IN ONE OR MORE REMOTE STATES;

1 7. PAY ANY APPLICABLE INCLUDING ANY STATE FEE, FOR THE
2 FEES, COMPACT PRIVILEGE;

3 8. COMPLETE A CRIMINAL BACKGROUND CHECK IN
4 ACCORDANCE WITH SECTION 3 (A)(5).

5 a. THE LICENSEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ANY
6 FEE ASSOCIATED WITH THE COMPLETION OF A CRIMINAL
7 BACKGROUND
8 CHECK.

9 9. MEET ANY JURISPRUDENCE REQUIREMENTS ESTABLISHED BY
10 THE REMOTE STATE(S) IN WHICH THE LICENSEE IS SEEKING A
11 COMPACT PRIVILEGE; AND

12 10. REPORT TO THE COMMISSION ANY ADVERSE ACTION TAKEN BY
13 ANY NONMEMBER STATE WITHIN THIRTY (30) DAYS AFTER THE DATE THE
14 ADVERSE ACTION IS TAKEN.

15 B. THE COMPACT PRIVILEGE IS VALID UNTIL THE EXPIRATION DATE
16 OF THE HOME STATE LICENSE. THE LICENSEE MUST COMPLY WITH
17 THE REQUIREMENTS OF SECTION 4 (A) TO MAINTAIN THE COMPACT
18 PRIVILEGE IN THE REMOTE STATE.

19 C. A LICENSEE PROVIDING OCCUPATIONAL THERAPY IN A REMOTE
20 STATE UNDER THE COMPACT PRIVILEGE SHALL FUNCTION WITHIN
21 THE LAWS AND REGULATIONS OF THE REMOTE STATE.

22 D. AN OCCUPATIONAL THERAPY ASSISTANT PRACTICING IN A
23 REMOTE STATE SHALL BE SUPERVISED BY AN OCCUPATIONAL THERAPIST
24 LICENSED OR HOLDING A COMPACT PRIVILEGE IN THAT REMOTE STATE.

25 E. A LICENSEE PROVIDING OCCUPATIONAL THERAPY IN A REMOTE
26 STATE IS SUBJECT TO THAT STATE'S REGULATORY AUTHORITY. A REMOTE
27 STATE MAY, IN ACCORDANCE WITH DUE PROCESS AND THAT STATE'S LAWS,
REMOVE A LICENSEE'S COMPACT PRIVILEGE IN THE REMOTE STATE FOR A

1 SPECIFIC PERIOD OF TIME, IMPOSE FINES, AND/OR TAKE ANY OTHER
2 NECESSARY ACTIONS TO PROTECT THE HEALTH AND SAFETY OF ITS
3 CITIZENS. THE LICENSEE MAY BE INELIGIBLE FOR A COMPACT PRIVILEGE
4 IN ANY STATE UNTIL THE SPECIFIC TIME FOR REMOVAL HAS PASSED AND
5 ALL FINES ARE PAID.

6 F. IF A LICENSEE'S HOME STATE LICENSE IS ENCUMBERED, THE
7 LICENSEE SHALL LOSE THE COMPACT PRIVILEGE IN ANY REMOTE STATE
8 UNTIL THE FOLLOWING OCCUR:

9 1. THE HOME STATE LICENSE IS NO LONGER ENCUMBERED; AND

10 2. TWO YEARS HAVE ELAPSED FROM THE DATE ON WHICH THE

11 HOME STATE LICENSE IS NO LONGER ENCUMBERED IN ACCORDANCE
12 WITH

13 SECTION 4 (F)(1).

14 G. AFTER AN ENCUMBERED LICENSE IN THE HOME STATE IS
15 RESTORED TO GOOD STANDING, THE LICENSEE MUST MEET THE
16 REQUIREMENTS OF SECTION 4 (A) TO OBTAIN A COMPACT PRIVILEGE IN
17 ANY REMOTE STATE.

18 H. IF A LICENSEE'S COMPACT PRIVILEGE IN ANY REMOTE STATE IS
19 REMOVED, THE INDIVIDUAL MAY LOSE THE COMPACT PRIVILEGE IN ANY
20 OTHER REMOTE STATE UNTIL THE FOLLOWING OCCUR:

21 1. THE SPECIFIC PERIOD OF TIME FOR WHICH THE COMPACT
22 PRIVILEGE WAS REMOVED HAS ENDED;

23 2. ALL FINES HAVE BEEN PAID AND ALL CONDITIONS HAVE BEEN
24 MET;

25 3. TWO YEARS HAVE ELAPSED FROM THE DATE OF COMPLETING
26 REQUIREMENTS FOR SECTIONS 4 (H)(1) AND 4 (H)(2); AND

27 4. THE COMPACT PRIVILEGES ARE REINSTATED BY THE
COMMISSION, AND THE DATA SYSTEM IS UPDATED TO REFLECT

1 REINSTATEMENT.

2 I. IF A LICENSEE'S COMPACT PRIVILEGE IN ANY REMOTE STATE IS
3 REMOVED DUE TO AN ERRONEOUS CHARGE, PRIVILEGES SHALL
4 BE RESTORED THROUGH THE DATA SYSTEM.

5 J. ONCE THE REQUIREMENTS OF SECTION 4 (H) HAVE BEEN MET,
6 THE LICENSE MUST MEET THE REQUIREMENTS IN SECTION 4 (A) TO
7 OBTAIN A COMPACT PRIVILEGE IN A REMOTE STATE.

8 **SECTION 5**

9 **OBTAINING A NEW HOME STATE LICENSE BY VIRTUE OF** 10 **COMPACT PRIVILEGE**

11 A. AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY
12 ASSISTANT MAY HOLD A HOME STATE LICENSE, WHICH ALLOWS FOR
13 COMPACT PRIVILEGES IN MEMBER STATES, IN ONLY ONE MEMBER
14 STATE AT A TIME.

15 B. IF AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY
16 ASSISTANT CHANGES PRIMARY STATE OF RESIDENCE BY MOVING
17 BETWEEN TWO MEMBER STATES:

18 1. THE OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY
19 ASSISTANT SHALL FILE AN APPLICATION FOR OBTAINING A NEW HOME
20 STATE LICENSE BY VIRTUE OF A COMPACT PRIVILEGE, PAY ALL APPLICABLE
21 FEES, AND NOTIFY THE CURRENT AND NEW HOME STATE IN ACCORDANCE
22 WITH APPLICABLE RULES ADOPTED BY THE COMMISSION.

23 2. UPON RECEIPT OF AN APPLICATION FOR OBTAINING A NEW HOME
24 STATE LICENSE BY VIRTUE OF A COMPACT PRIVILEGE, THE NEW HOME
25 STATE SHALL VERIFY THAT THE OCCUPATIONAL THERAPIST OR
26 OCCUPATIONAL THERAPY ASSISTANT MEETS THE PERTINENT CRITERIA
27 OUTLINED IN SECTION 4 VIA THE DATA SYSTEM, WITHOUT NEED FOR

1 PRIMARY SOURCE VERIFICATION EXCEPT FOR:

2 a. A FEDERAL BUREAU OF INVESTIGATION FINGERPRINT-BASED

3 CRIMINAL BACKGROUND CHECK IF ONE HAS NOT BEEN PREVIOUSLY

4 PERFORMED OR UPDATED PURSUANT TO APPLICABLE RULES ADOPTED BY

5 THE COMMISSION IN ACCORDANCE WITH PUB.L. 92-544;

6 b. OTHER CRIMINAL BACKGROUND CHECKS AS REQUIRED BY THE

7 NEW HOME STATE; AND

8 c. SUBMISSION OF ANY REQUISITE JURISPRUDENCE REQUIREMENTS OF

9 THE NEW HOME STATE.

10 3. THE FORMER HOME STATE SHALL CONVERT THE FORMER HOME

11 STATE LICENSE INTO A COMPACT PRIVILEGE ONCE THE NEW HOME STATE

12 HAS ACTIVATED THE NEW HOME STATE LICENSE IN ACCORDANCE WITH

13 APPLICABLE RULES ADOPTED BY THE COMMISSION.

14 4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS COMPACT,

15 IF THE OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT

16 CANNOT MEET THE CRITERIA IN SECTION 4, THE NEW HOME STATE SHALL

17 APPLY ITS REQUIREMENTS FOR ISSUING A NEW SINGLE-STATE LICENSE.

18 5. THE OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY

19 ASSISTANT SHALL PAY ALL APPLICABLE FEES TO THE NEW HOME STATE IN

20 ORDER TO BE ISSUED A NEW HOME STATE LICENSE.

21 C. IF AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY

22 ASSISTANT CHANGES PRIMARY STATE OF RESIDENCE BY MOVING FROM A MEMBER

23 STATE TO A NONMEMBER STATE, OR FROM A NONMEMBER STATE TO A MEMBER STATE,

24 THE STATE CRITERIA SHALL APPLY FOR ISSUANCE OF A SINGLE-STATE LICENSE IN THE

25 NEW STATE.

26 D. NOTHING IN THIS COMPACT SHALL INTERFERE WITH A LICENSEE'S ABILITY

27 TO HOLD A SINGLE-STATE LICENSE IN MULTIPLE

1 STATES; HOWEVER, FOR THE PURPOSES OF THIS COMPACT, A LICENSEE
2 SHALL HAVE ONLY ONE HOME STATE LICENSE.

3 E. NOTHING IN THIS COMPACT SHALL AFFECT THE REQUIREMENTS
4 ESTABLISHED BY A MEMBER STATE FOR THE ISSUANCE OF A SINGLE-
5 STATE LICENSE.

6 **SECTION 6**
7 **ACTIVE DUTY MILITARY PERSONNEL**
8 **OR THEIR SPOUSES**

9 ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES SHALL
10 DESIGNATE A HOME STATE WHERE THE INDIVIDUAL HAS A CURRENT
11 LICENSE IN GOOD STANDING. THE INDIVIDUAL MAY RETAIN THE HOME
12 STATE DESIGNATION DURING THE PERIOD THE SERVICE MEMBER
13 IS ON ACTIVE DUTY. SUBSEQUENT TO DESIGNATING A HOME STATE,
14 THE INDIVIDUAL SHALL CHANGE THE INDIVIDUAL'S HOME STATE ONLY
15 THROUGH APPLICATION FOR LICENSURE IN THE NEW STATE OR
16 THROUGH THE PROCESS DESCRIBED IN SECTION 5.

17 **SECTION 7**
18 **ADVERSE ACTIONS**

19 A. A HOME STATE SHALL HAVE EXCLUSIVE POWER TO IMPOSE AN
20 ADVERSE ACTION AGAINST AN OCCUPATIONAL THERAPIST'S
21 OR OCCUPATIONAL THERAPY ASSISTANT'S LICENSE ISSUED BY THE
22 HOME STATE.

23 B. IN ADDITION TO THE OTHER POWERS CONFERRED BY STATE LAW,
24 A REMOTE STATE HAS THE AUTHORITY, IN ACCORDANCE WITH
25 EXISTING STATE DUE PROCESS LAW, TO:

26 1. TAKE AN ADVERSE ACTION AGAINST AN OCCUPATIONAL
27 THERAPIST'S OR OCCUPATIONAL THERAPY ASSISTANT'S COMPACT

1 PRIVILEGE WITHIN THAT MEMBER STATE; AND
2 2. ISSUE SUBPOENAS FOR HEARINGS AND INVESTIGATIONS THAT
3 REQUIRE THE ATTENDANCE AND TESTIMONY OF WITNESSES AS WELL AS
4 THE PRODUCTION OF EVIDENCE. SUBPOENAS ISSUED BY A LICENSING
5 BOARD IN A MEMBER STATE FOR THE ATTENDANCE AND TESTIMONY OF
6 WITNESSES OR THE PRODUCTION OF EVIDENCE FROM ANOTHER MEMBER
7 STATE SHALL BE ENFORCED IN THE LATTER STATE BY ANY COURT OF
8 COMPETENT JURISDICTION ACCORDING TO THE PRACTICE AND PROCEDURE
9 OF THAT COURT APPLICABLE TO SUBPOENAS ISSUED IN PROCEEDINGS
10 PENDING BEFORE IT. THE ISSUING AUTHORITY SHALL PAY ANY WITNESS
11 FEES, TRAVEL EXPENSES, MILEAGE, AND OTHER FEES REQUIRED BY THE
12 SERVICE STATUTES OF THE STATE IN WHICH THE WITNESSES OR EVIDENCE
13 IS LOCATED.

14 C. FOR PURPOSES OF TAKING ADVERSE ACTION, THE HOME STATE
15 SHALL GIVE THE SAME PRIORITY AND EFFECT TO REPORTED CONDUCT
16 RECEIVED FROM A MEMBER STATE AS IT WOULD IF THE CONDUCT HAD
17 OCCURRED WITHIN THE HOME STATE. IN SO DOING, THE HOME STATE
18 SHALL APPLY ITS OWN STATE LAWS TO DETERMINE APPROPRIATE ACTION.

19 D. THE HOME STATE SHALL COMPLETE ANY PENDING
20 INVESTIGATIONS OF AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL
21 THERAPY ASSISTANT WHO CHANGES PRIMARY STATE OF RESIDENCE
22 DURING THE COURSE OF THE INVESTIGATIONS. THE HOME STATE WHERE
23 THE INVESTIGATIONS WERE INITIATED SHALL ALSO HAVE THE AUTHORITY
24 TO TAKE APPROPRIATE ACTION(S) AND SHALL PROMPTLY REPORT THE
25 CONCLUSIONS OF THE INVESTIGATIONS TO THE DATA SYSTEM. THE DATA
26 SYSTEM ADMINISTRATOR SHALL PROMPTLY NOTIFY THE NEW HOME STATE
27 OF 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 STATE
12 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
15 OF LICENSEES.

16 2. MEMBER STATES SHALL SHARE ANY INVESTIGATIVE,
17 LITIGATION, OR COMPLIANCE MATERIALS IN FURTHERANCE OF ANY JOINT OR
18 INDIVIDUAL INVESTIGATION INITIATED UNDER THIS COMPACT.

19 H. IF AN ADVERSE ACTION IS TAKEN BY THE HOME STATE AGAINST AN
20 OCCUPATIONAL THERAPIST'S OR OCCUPATIONAL THERAPY ASSISTANT'S LICENSE,
21 THE OCCUPATIONAL THERAPIST'S OR OCCUPATIONAL THERAPY ASSISTANT'S
22 COMPACT PRIVILEGE IN ALL OTHER MEMBER STATES SHALL BE DEACTIVATED UNTIL
23 ALL ENCUMBRANCES HAVE BEEN REMOVED FROM THE STATE LICENSE. ALL HOME
24 STATE DISCIPLINARY ORDERS THAT IMPOSE AN ADVERSE ACTION AGAINST AN
25 OCCUPATIONAL THERAPIST'S OR OCCUPATIONAL THERAPY ASSISTANT'S
26 LICENSE SHALL INCLUDE A STATEMENT THAT THE OCCUPATIONAL
27 THERAPIST'S OR OCCUPATIONAL

1 THERAPY ASSISTANT'S COMPACT PRIVILEGE IS DEACTIVATED IN ALL
2 MEMBER STATES DURING THE PENDENCY OF THE ORDER.

3 I. IF A MEMBER STATE TAKES AN ADVERSE ACTION, IT SHALL
4 PROMPTLY NOTIFY THE DATA SYSTEM ADMINISTRATOR. THE DATA
5 SYSTEM ADMINISTRATOR SHALL PROMPTLY NOTIFY THE HOME STATE
6 OF ANY ADVERSE ACTIONS BY REMOTE STATES.

7 J. NOTHING IN THIS COMPACT SHALL OVERRIDE A MEMBER STATE'S
8 DECISION THAT PARTICIPATION IN AN ALTERNATIVE PROGRAM MAY BE
9 USED IN LIEU OF AN ADVERSE ACTION.

10 **SECTION 8**

11 **ESTABLISHMENT OF THE OCCUPATIONAL THERAPY COMPACT**
12 **COMMISSION**

13 A. THE COMPACT MEMBER STATES HEREBY CREATE AND
14 ESTABLISH A JOINT PUBLIC AGENCY KNOWN AS THE OCCUPATIONAL
15 THERAPY COMPACT COMMISSION:

16 1. THE COMMISSION IS AN INSTRUMENTALITY OF THE COMPACT
17 STATES.

18 2. VENUE IS PROPER AND JUDICIAL PROCEEDINGS BY OR AGAINST
19 THE COMMISSION SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN A
20 COURT OF COMPETENT JURISDICTION WHERE THE PRINCIPAL OFFICE OF
21 THE COMMISSION IS LOCATED. THE COMMISSION MAY WAIVE VENUE AND
22 JURISDICTIONAL DEFENSES TO THE EXTENT IT ADOPTS OR CONSENTS TO
23 PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS.

24 3. NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO BE A
25 WAIVER OF SOVEREIGN IMMUNITY.

26 B. MEMBERSHIP, VOTING, AND MEETINGS.

27 1. EACH MEMBER STATE SHALL HAVE AND BE LIMITED TO ONE (1)

- 1 DELEGATE SELECTED BY THAT MEMBER STATE'S LICENSING BOARD.
- 2 2. THE DELEGATE SHALL BE EITHER:
- 3 a. A CURRENT MEMBER OF THE LICENSING BOARD WHO IS AN
- 4 OCCUPATIONAL THERAPIST, OCCUPATIONAL THERAPY
- 5 ASSISTANT, OR PUBLIC MEMBER; OR
- 6 b. AN ADMINISTRATOR OF THE LICENSING BOARD.
- 7 3. ANY DELEGATE MAY BE REMOVED OR SUSPENDED FROM OFFICE
- 8 AS PROVIDED BY THE LAW OF THE STATE FROM WHICH THE DELEGATE IS
- 9 APPOINTED.
- 10 4. THE MEMBER STATE LICENSING BOARD SHALL FILL ANY VACANCY
- 11 OCCURRING IN THE COMMISSION WITHIN NINETY (90) DAYS.
- 12 5. EACH DELEGATE SHALL BE ENTITLED TO ONE (1) VOTE WITH
- 13 REGARD TO THE PROMULGATION OF RULES AND CREATION OF BYLAWS AND
- 14 SHALL OTHERWISE HAVE AN OPPORTUNITY TO PARTICIPATE IN THE
- 15 BUSINESS AND AFFAIRS OF THE COMMISSION. A DELEGATE SHALL VOTE IN
- 16 PERSON OR BY SUCH OTHER MEANS AS PROVIDED IN THE BYLAWS. THE
- 17 BYLAWS MAY PROVIDE FOR DELEGATES' PARTICIPATION IN MEETINGS BY
- 18 TELEPHONE OR OTHER MEANS OF COMMUNICATION.
- 19 6. THE COMMISSION SHALL MEET AT LEAST ONCE DURING EACH
- 20 CALENDAR YEAR. ADDITIONAL MEETINGS SHALL BE HELD AS SET FORTH IN
- 21 THE BYLAWS.
- 22 7. THE COMMISSION SHALL ESTABLISH BY RULE A TERM OF OFFICE
- 23 FOR DELEGATES.
- 24 C. THE COMMISSION SHALL HAVE THE FOLLOWING POWERS AND
- 25 DUTIES:
- 26 1. ESTABLISH A CODE OF ETHICS FOR THE COMMISSION;
- 27 2. ESTABLISH THE FISCAL YEAR OF THE COMMISSION;

- 1 3. ESTABLISH BYLAWS;
- 2 4. MAINTAIN ITS FINANCIAL RECORDS IN ACCORDANCE WITH THE
- 3 BYLAWS;
- 4 5. MEET AND TAKE SUCH ACTIONS AS ARE CONSISTENT WITH
- 5 THE PROVISIONS OF THIS COMPACT AND THE BYLAWS;
- 6 6. PROMULGATE UNIFORM RULES TO FACILITATE AND COORDINATE
- 7 IMPLEMENTATION AND ADMINISTRATION OF THIS COMPACT. THE RULES
- 8 SHALL HAVE THE FORCE AND EFFECT OF LAW AND SHALL BE BINDING
- 9 IN ALL MEMBER STATES;
- 10 7. BRING AND PROSECUTE LEGAL PROCEEDINGS OR ACTIONS IN
- 11 THE NAME OF THE COMMISSION, PROVIDED THAT THE STANDING OF ANY
- 12 STATE OCCUPATIONAL THERAPY LICENSING BOARD TO SUE OR BE
- 13 SUED UNDER APPLICABLE LAW SHALL NOT BE AFFECTED;
- 14 8. PURCHASE AND MAINTAIN INSURANCE AND BONDS;
- 15 9. BORROW, ACCEPT, OR CONTRACT FOR SERVICES OF PERSONNEL,
- 16 INCLUDING, BUT NOT LIMITED TO, EMPLOYEES OF A MEMBER STATE;
- 17 10. HIRE EMPLOYEES, ELECT OR APPOINT OFFICERS, FIX
- 18 COMPENSATION, DEFINE DUTIES, GRANT SUCH INDIVIDUALS
- 19 APPROPRIATE AUTHORITY TO CARRY OUT THE PURPOSES OF THE
- 20 COMPACT, AND ESTABLISH THE COMMISSION'S PERSONNEL POLICIES
- 21 AND PROGRAMS RELATING TO CONFLICTS OF INTEREST,
- 22 QUALIFICATIONS OF PERSONNEL, AND OTHER RELATED PERSONNEL
- 23 MATTERS;
- 24 11. ACCEPT ANY AND ALL APPROPRIATE DONATIONS AND GRANTS
- 25 OF MONEY, EQUIPMENT, SUPPLIES, MATERIALS, AND SERVICES AND
- 26 RECEIVE, UTILIZE, AND DISPOSE OF THE SAME; PROVIDED THAT AT ALL
- 27 TIMES THE COMMISSION SHALL AVOID ANY APPEARANCE OF IMPROPRIETY
- AND/OR CONFLICT OF INTEREST;

1 12. LEASE, PURCHASE, ACCEPT APPROPRIATE GIFTS OR DONATIONS
2 OF, OR OTHERWISE OWN, HOLD, IMPROVE, OR USE, ANY PROPERTY,
3 WHETHER REAL, PERSONAL, OR MIXED; PROVIDED THAT AT ALL TIMES THE
4 COMMISSION SHALL AVOID ANY APPEARANCE OF IMPROPRIETY;

5 13. SELL, CONVEY, MORTGAGE, PLEDGE, LEASE, EXCHANGE,
6 ABANDON, OR OTHERWISE DISPOSE OF ANY PROPERTY, WHETHER
7 REAL, PERSONAL, OR MIXED;

8 14. ESTABLISH A BUDGET AND MAKE EXPENDITURES;

9 15. BORROW MONEY;

10 16. APPOINT COMMITTEES, INCLUDING STANDING COMMITTEES
11 COMPOSED OF MEMBERS, STATE REGULATORS, STATE LEGISLATORS
12 OR THEIR REPRESENTATIVES, AND CONSUMER REPRESENTATIVES, AND
13 SUCH OTHER INTERESTED PERSONS AS MAY BE DESIGNATED IN THIS
14 COMPACT AND THE BYLAWS;

15 17. PROVIDE AND RECEIVE INFORMATION FROM, AND COOPERATE
16 WITH, LAW ENFORCEMENT AGENCIES;

17 18. ESTABLISH AND ELECT AN EXECUTIVE COMMITTEE; AND

18 19. PERFORM SUCH OTHER FUNCTIONS AS MAY BE NECESSARY OR
19 APPROPRIATE TO ACHIEVE THE PURPOSES OF THIS COMPACT CONSISTENT WITH
20 THE STATE REGULATION OF OCCUPATIONAL THERAPY LICENSURE AND PRACTICE.

21 D. THE EXECUTIVE COMMITTEE.

22 THE EXECUTIVE COMMITTEE SHALL HAVE THE POWER TO ACT ON BEHALF OF THE
23 COMMISSION ACCORDING TO THE TERMS OF THIS COMPACT.

24 1. THE EXECUTIVE COMMITTEE SHALL BE COMPOSED OF NINE
25 MEMBERS:

26
27 a. SEVEN VOTING MEMBERS WHO ARE ELECTED BY THE

- 1 COMMISSION FROM THE CURRENT MEMBERSHIP OF THE COMMISSION;
- 2 b. ONE EX-OFFICIO, NONVOTING MEMBER FROM A RECOGNIZED
- 3 NATIONAL OCCUPATIONAL THERAPY PROFESSIONAL ASSOCIATION; AND
- 4 c. ONE EX-OFFICIO, NONVOTING MEMBER FROM A RECOGNIZED
- 5 NATIONAL OCCUPATIONAL THERAPY CERTIFICATION ORGANIZATION.
- 6 2. THE EX-OFFICIO MEMBERS WILL BE SELECTED BY THEIR
- 7 RESPECTIVE ORGANIZATIONS.
- 8 3. THE COMMISSION MAY REMOVE ANY MEMBER OF THE
- 9 EXECUTIVE COMMITTEE AS PROVIDED IN BYLAWS.
- 10 4. THE EXECUTIVE COMMITTEE SHALL MEET AT LEAST ANNUALLY.
- 11 5. THE EXECUTIVE COMMITTEE SHALL HAVE THE FOLLOWING
- 12 DUTIES AND RESPONSIBILITIES:
- 13 a. RECOMMEND TO THE ENTIRE COMMISSION CHANGES TO THE
- 14 RULES OR BYLAWS, CHANGES TO THIS COMPACT LEGISLATION, FEES
- 15 PAID BY COMPACT MEMBER STATES SUCH AS ANNUAL DUES, AND
- 16 ANY COMMISSION COMPACT FEE CHARGED TO LICENSEES FOR THE
- 17 COMPACT PRIVILEGE;
- 18 b. ENSURE COMPACT ADMINISTRATION SERVICES ARE
- 19 APPROPRIATELY PROVIDED, CONTRACTUAL OR OTHERWISE;
- 20 c. PREPARE AND RECOMMEND THE BUDGET;
- 21 d. MAINTAIN FINANCIAL RECORDS ON BEHALF OF THE
- 22 COMMISSION;
- 23 e. MONITOR COMPACT COMPLIANCE OF MEMBER STATES AND
- 24 PROVIDE COMPLIANCE REPORTS TO THE COMMISSION;
- 25 f. ESTABLISH ADDITIONAL COMMITTEES AS NECESSARY; AND
- 26 g. PERFORM OTHER DUTIES AS PROVIDED IN RULES OR BYLAWS.
- 27 E. MEETINGS OF THE COMMISSION.

1 1. ALL MEETINGS SHALL BE OPEN TO THE PUBLIC, AND PUBLIC
2 NOTICE OF MEETINGS SHALL BE GIVEN IN THE SAME MANNER AS
3 REQUIRED UNDER THE RULE-MAKING PROVISIONS IN SECTION 10.

4 2. THE COMMISSION OR THE EXECUTIVE COMMITTEE OR OTHER
5 COMMITTEES OF THE COMMISSION MAY CONVENE IN A CLOSED,
6 NONPUBLIC MEETING IF THE COMMISSION OR EXECUTIVE COMMITTEE
7 OR OTHER COMMITTEES OF THE COMMISSION MUST DISCUSS:

8 a. NONCOMPLIANCE OF A MEMBER STATE WITH ITS OBLIGATIONS
9 UNDER THIS COMPACT;

10 b. THE EMPLOYMENT, COMPENSATION, DISCIPLINE, OR OTHER
11 MATTERS, PRACTICES, OR PROCEDURES RELATED TO SPECIFIC
12 EMPLOYEES OR OTHER MATTERS RELATED TO THE
13 COMMISSION'S INTERNAL PERSONNEL PRACTICES AND PROCEDURES;

14 c. CURRENT, THREATENED, OR REASONABLY ANTICIPATED
15 LITIGATION;

16 d. NEGOTIATION OF CONTRACTS FOR THE PURCHASE, LEASE,
17 OR SALE OF GOODS, SERVICES, OR REAL ESTATE;

18 e. ACCUSING ANY PERSON OF A CRIME OR FORMALLY
19 CENSURING ANY PERSON;

20 f. DISCLOSURE OF TRADE SECRETS OR COMMERCIAL OR
21 FINANCIAL INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL;

22 g. DISCLOSURE OF INFORMATION OF A PERSONAL
23 NATURE WHERE

24 DISCLOSURE WOULD CONSTITUTE A CLEARLY UNWARRANTED
25 INVASION OF

26 PERSONAL PRIVACY;

27 h. DISCLOSURE OF INVESTIGATIVE RECORDS

 i. DISCLOSURE OF INFORMATION RELATED TO ANY INVESTIGATIVE

 i. DISCLOSURE OF INFORMATION RELATED TO ANY INVESTIGATIVE

1 REPORTS PREPARED BY, ON BEHALF OF, OR FOR THE USE OF THE
2 COMMISSION OR OTHER COMMITTEE CHARGED WITH RESPONSIBILITY OF
3 INVESTIGATION OR DETERMINATION OF COMPLIANCE ISSUES PURSUANT TO
4 THE COMPACT; OR

5 j. MATTERS SPECIFICALLY EXEMPTED FROM DISCLOSURE BY
6 FEDERAL OR MEMBER STATE STATUTE.

7 3. IF A MEETING OR PORTION OF A MEETING IS CLOSED PURSUANT
8 TO THIS SECTION 8 (E), THE COMMISSION'S LEGAL COUNSEL OR DESIGNEE
9 SHALL CERTIFY THAT THE MEETING MAY BE CLOSED AND SHALL
10 REFERENCE EACH RELEVANT EXEMPTING PROVISION.

11 4. THE COMMISSION SHALL KEEP MINUTES THAT FULLY AND
12 CLEARLY DESCRIBE ALL MATTERS DISCUSSED IN A MEETING AND SHALL
13 PROVIDE A FULL AND ACCURATE SUMMARY OF ACTIONS TAKEN AND THE
14 REASONS THEREFORE, INCLUDING A DESCRIPTION OF THE VIEWS
15 EXPRESSED. ALL DOCUMENTS CONSIDERED IN CONNECTION WITH AN
16 ACTION SHALL BE IDENTIFIED IN SUCH MINUTES. ALL MINUTES AND
17 DOCUMENTS OF A CLOSED MEETING SHALL REMAIN UNDER SEAL, SUBJECT
18 TO RELEASE BY A MAJORITY VOTE OF THE COMMISSION OR AN ORDER OF
19 A COURT OF COMPETENT JURISDICTION.

20 F. FINANCING OF THE COMMISSION.

21 1. THE COMMISSION SHALL PAY, OR PROVIDE FOR THE PAYMENT
22 OF, THE REASONABLE EXPENSES OF ITS ESTABLISHMENT, ORGANIZATION,
23 AND ONGOING ACTIVITIES.

24 2. THE COMMISSION MAY ACCEPT ANY AND ALL APPROPRIATE
25 REVENUE SOURCES, DONATIONS, AND GRANTS OF MONEY, EQUIPMENT,
26 SUPPLIES, MATERIALS, AND SERVICES.

27 3. THE COMMISSION MAY LEVY ON AND COLLECT AN ANNUAL

1 ASSESSMENT FROM EACH MEMBER STATE OR IMPOSE FEES ON
2 OTHER PARTIES TO COVER THE COST OF THE OPERATIONS AND
3 ACTIVITIES OF THE COMMISSION AND ITS STAFF, WHICH MUST BE IN A
4 TOTAL AMOUNT SUFFICIENT TO COVER ITS ANNUAL BUDGET AS
5 APPROVED BY THE COMMISSION EACH YEAR FOR WHICH REVENUE IS
6 NOT PROVIDED BY OTHER SOURCES. THE AGGREGATE ANNUAL
7 ASSESSMENT AMOUNT SHALL BE ALLOCATED BASED UPON A
8 FORMULA TO BE DETERMINED BY THE COMMISSION, WHICH SHALL
9 PROMULGATE A RULE BINDING UPON ALL MEMBER STATES.

10 4. THE COMMISSION SHALL NOT INCUR OBLIGATIONS OF ANY KIND
11 PRIOR TO SECURING THE FUNDS ADEQUATE TO MEET THE SAME; NOR
12 SHALL THE COMMISSION PLEDGE THE CREDIT OF ANY OF THE MEMBER
13 STATES, EXCEPT BY AND WITH THE AUTHORITY OF THE MEMBER STATE.

14 5. THE COMMISSION SHALL KEEP ACCURATE ACCOUNTS OF ALL
15 RECEIPTS AND DISBURSEMENTS. THE RECEIPTS AND DISBURSEMENTS OF
16 THE COMMISSION SHALL BE SUBJECT TO THE AUDIT AND ACCOUNTING
17 PROCEDURES ESTABLISHED UNDER ITS BYLAWS. HOWEVER, ALL RECEIPTS
18 AND DISBURSEMENTS OF FUNDS HANDLED BY THE COMMISSION SHALL BE
19 AUDITED YEARLY BY A CERTIFIED OR LICENSED PUBLIC ACCOUNTANT, AND
20 THE REPORT OF THE AUDIT SHALL BE INCLUDED IN AND BECOME PART OF
21 THE ANNUAL REPORT OF THE COMMISSION.

22 G. QUALIFIED IMMUNITY, DEFENSE, AND INDEMNIFICATION.

23 1. THE MEMBERS, OFFICERS, EXECUTIVE DIRECTOR, EMPLOYEES,
24 AND REPRESENTATIVES OF THE COMMISSION SHALL BE IMMUNE FROM SUIT
25 AND LIABILITY, EITHER PERSONALLY OR IN THEIR OFFICIAL CAPACITY, FOR ANY
26 CLAIM FOR DAMAGE TO OR LOSS OF PROPERTY OR PERSONAL INJURY OR
27 OTHER CIVIL LIABILITY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR

1 ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED, OR THAT THE
2 PERSON AGAINST WHOM THE CLAIM IS MADE HAD A REASONABLE BASIS
3 FOR BELIEVING OCCURRED WITHIN THE SCOPE OF COMMISSION
4 EMPLOYMENT, DUTIES, OR RESPONSIBILITIES; PROVIDED THAT NOTHING IN
5 THIS SECTION 8 (G)(1) SHALL BE CONSTRUED TO PROTECT ANY SUCH
6 PERSON FROM SUIT AND/OR LIABILITY FOR ANY DAMAGE, LOSS, INJURY, OR
7 LIABILITY CAUSED BY THE INTENTIONAL OR WILLFUL OR WANTON
8 MISCONDUCT OF THAT PERSON.

9 2. THE COMMISSION SHALL DEFEND ANY MEMBER, OFFICER,
10 EXECUTIVE DIRECTOR, EMPLOYEE, OR REPRESENTATIVE OF THE
11 COMMISSION IN ANY CIVIL ACTION SEEKING TO IMPOSE LIABILITY ARISING
12 OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION THAT
13 OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR
14 RESPONSIBILITIES, OR THAT THE PERSON AGAINST WHOM THE CLAIM IS
15 MADE HAD A REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE
16 SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES;
17 PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PROHIBIT THAT
18 PERSON FROM RETAINING COUNSEL; AND PROVIDED FURTHER THAT THE
19 ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION DID NOT RESULT FROM
20 THAT PERSON'S INTENTIONAL OR WILLFUL OR WANTON MISCONDUCT.

21 3. THE COMMISSION SHALL INDEMNIFY AND HOLD HARMLESS ANY
22 MEMBER, OFFICER, EXECUTIVE DIRECTOR, EMPLOYEE, OR REPRESENTATIVE
23 OF THE COMMISSION FOR THE AMOUNT OF ANY SETTLEMENT OR JUDGMENT
24 OBTAINED AGAINST THAT PERSON ARISING OUT OF ANY ACTUAL OR
25 ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED WITHIN THE SCOPE
26 OF COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, OR THAT
27 SUCH PERSON HAD A REASONABLE BASIS FOR BELIEVING OCCURRED

1 WITHIN THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR
2 RESPONSIBILITIES, PROVIDED THAT THE ACTUAL OR ALLEGED ACT,
3 ERROR, OR OMISSION DID NOT RESULT FROM THE INTENTIONAL OR
4 WILLFUL OR WANTON MISCONDUCT OF THAT PERSON.

5 **SECTION 9**

6 **DATA SYSTEM**

7 A. THE COMMISSION SHALL PROVIDE FOR THE DEVELOPMENT,
8 MAINTENANCE, AND UTILIZATION OF A COORDINATED DATABASE AND
9 REPORTING SYSTEM CONTAINING LICENSURE, ADVERSE ACTION,
10 AND INVESTIGATIVE INFORMATION ON ALL LICENSED INDIVIDUALS IN
11 MEMBER STATES.

12 B. A MEMBER STATE SHALL SUBMIT A UNIFORM DATA SET TO THE
13 DATA SYSTEM ON ALL INDIVIDUALS TO WHOM THIS COMPACT IS
14 APPLICABLE (UTILIZING A UNIQUE IDENTIFIER) AS REQUIRED BY THE
15 RULES OF THE COMMISSION, INCLUDING:

- 16 1. IDENTIFYING INFORMATION;
- 17 2. LICENSURE DATA;
- 18 3. ADVERSE ACTIONS AGAINST A LICENSE OR COMPACT PRIVILEGE;
- 19 4. NONCONFIDENTIAL INFORMATION RELATED TO ALTERNATIVE
20 PROGRAM PARTICIPATION;
- 21 5. ANY DENIAL OF APPLICATION FOR LICENSURE
22 AND THE REASON(S) FOR SUCH DENIAL;
- 23 6. OTHER INFORMATION THAT MAY FACILITATE
24 THE ADMINISTRATION OF THIS COMPACT, AS DETERMINED
25 BY THE RULES OF THE COMMISSION; AND
- 26 7. CURRENT SIGNIFICANT INVESTIGATIVE INFORMATION.

27 C. CURRENT SIGNIFICANT INVESTIGATIVE INFORMATION AND

1 OTHER INVESTIGATIVE INFORMATION PERTAINING TO A LICENSEE IN ANY
2 MEMBER STATE WILL BE AVAILABLE ONLY TO OTHER MEMBER STATES.

3 D. THE COMMISSION SHALL PROMPTLY NOTIFY ALL MEMBER
4 STATES OF ANY ADVERSE ACTION TAKEN AGAINST A LICENSEE OR AN
5 INDIVIDUAL APPLYING FOR A LICENSE. ADVERSE ACTION INFORMATION
6 PERTAINING TO A LICENSEE IN ANY MEMBER STATE WILL BE AVAILABLE TO
7 ANY OTHER MEMBER STATE.

8 E. MEMBER STATES CONTRIBUTING INFORMATION TO THE DATA
9 SYSTEM MAY DESIGNATE INFORMATION THAT MAY NOT BE SHARED WITH
10 THE PUBLIC WITHOUT THE EXPRESS PERMISSION OF THE CONTRIBUTING
11 STATE.

12 F. ANY INFORMATION SUBMITTED TO THE DATA SYSTEM THAT IS
13 SUBSEQUENTLY REQUIRED TO BE EXPUNGED BY THE LAWS OF THE MEMBER
14 STATE CONTRIBUTING THE INFORMATION SHALL BE REMOVED FROM THE
15 DATA SYSTEM.

16 **SECTION 10**
17 **RULE-MAKING**

18 A. THE COMMISSION SHALL EXERCISE ITS RULE-MAKING POWERS
19 PURSUANT TO THE CRITERIA SET FORTH IN THIS SECTION AND THE RULES
20 ADOPTED THEREUNDER. RULES AND AMENDMENTS SHALL BECOME
21 BINDING AS OF THE DATE SPECIFIED IN EACH RULE OR AMENDMENT.

22 B. THE COMMISSION SHALL PROMULGATE REASONABLE RULES IN
23 ORDER TO EFFECTIVELY AND EFFICIENTLY ACHIEVE THE PURPOSES OF THE
24 COMPACT. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THE
25 COMMISSION EXERCISES ITS RULE-MAKING AUTHORITY IN A MANNER THAT IS
26 BEYOND THE SCOPE OF THE PURPOSES OF THE COMPACT OR THE POWERS
27 GRANTED HEREUNDER, THEN SUCH ACTION BY THE COMMISSION SHALL BE

1 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 FOUR (4) YEARS OF
5 THE DATE OF ADOPTION OF THE RULE, THEN THE RULE SHALL HAVE NO
6 FURTHER 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 ADVANCE
11 OF THE MEETING AT WHICH THE RULE WILL BE CONSIDERED AND VOTED
12 UPON, THE COMMISSION SHALL FILE A NOTICE OF PROPOSED RULE-MAKING:

13 1. ON THE WEBSITE OF THE COMMISSION OR OTHER PUBLICLY
14 ACCESSIBLE PLATFORM; AND

15 2. ON THE WEBSITE OF EACH MEMBER STATE'S OCCUPATIONAL
16 THERAPY LICENSING BOARD OR OTHER PUBLICLY ACCESSIBLE PLATFORM
17 OR THE PUBLICATION IN WHICH EACH MEMBER STATE WOULD OTHERWISE
18 PUBLISH PROPOSED RULES.

19 F. THE NOTICE OF PROPOSED RULE-MAKING SHALL INCLUDE: 1. THE
20 PROPOSED TIME, DATE, AND LOCATION OF THE MEETING AT
21 WHICH THE RULE WILL BE CONSIDERED AND VOTED UPON;

22 2. THE TEXT OF THE PROPOSED RULE OR AMENDMENT AND THE
23 REASON FOR THE PROPOSED RULE;

24 3. A REQUEST FOR COMMENTS ON THE PROPOSED RULE FROM ANY
25 INTERESTED PERSON; AND

26 4. THE MANNER IN WHICH INTERESTED PERSONS MAY SUBMIT NOTICE
27 TO THE COMMISSION OF THEIR INTENTION TO ATTEND THE PUBLIC

1 HEARING AND ANY WRITTEN COMMENTS.

2 G. PRIOR TO ADOPTION OF A PROPOSED RULE, THE COMMISSION
3 SHALL ALLOW PERSONS TO SUBMIT WRITTEN DATA, FACTS, OPINIONS,
4 AND ARGUMENTS, WHICH SHALL BE MADE AVAILABLE TO THE PUBLIC.

5 H. THE COMMISSION SHALL GRANT AN OPPORTUNITY FOR A PUBLIC
6 HEARING BEFORE IT ADOPTS A RULE OR AMENDMENT IF A HEARING IS
7 REQUESTED BY:

- 8 1. AT LEAST TWENTY-FIVE (25) PERSONS;
- 9 2. A STATE OR FEDERAL GOVERNMENTAL SUBDIVISION OR AGENCY;

10 OR

- 11 3. AN ASSOCIATION OR ORGANIZATION HAVING AT LEAST
12 TWENTY-FIVE (25) MEMBERS.

13 I. IF A HEARING IS HELD ON THE PROPOSED RULE OR AMENDMENT,
14 THE COMMISSION SHALL PUBLISH THE PLACE, TIME, AND DATE OF THE
15 SCHEDULED PUBLIC HEARING. IF THE HEARING IS HELD VIA ELECTRONIC
16 MEANS, THE COMMISSION SHALL PUBLISH THE MECHANISM FOR ACCESS
17 TO THE ELECTRONIC HEARING.

- 18 1. ALL PERSONS WISHING TO BE HEARD AT THE HEARING SHALL
19 NOTIFY THE EXECUTIVE DIRECTOR OF THE COMMISSION OR OTHER
20 DESIGNATED MEMBER IN WRITING OF THEIR DESIRE TO APPEAR AND
21 TESTIFY AT THE HEARING NOT LESS THAN FIVE (5) BUSINESS DAYS
22 BEFORE THE SCHEDULED DATE OF THE HEARING.

- 23 2. HEARINGS SHALL BE CONDUCTED IN A MANNER PROVIDING EACH
24 PERSON WHO WISHES TO COMMENT A FAIR AND REASONABLE
25 OPPORTUNITY TO COMMENT ORALLY OR IN WRITING.

- 26 3. ALL HEARINGS WILL BE RECORDED. A COPY OF THE RECORDING
27 WILL BE MADE AVAILABLE ON REQUEST.

1 4. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS REQUIRING
2 A SEPARATE HEARING ON EACH RULE. RULES MAY BE GROUPED FOR THE
3 CONVENIENCE OF THE COMMISSION AT HEARINGS REQUIRED BY THIS
4 SECTION.

5 J. FOLLOWING THE SCHEDULED HEARING DATE, OR BY THE CLOSE
6 OF BUSINESS ON THE SCHEDULED HEARING DATE IF THE HEARING WAS NOT
7 HELD, THE COMMISSION SHALL CONSIDER ALL WRITTEN AND ORAL
8 COMMENTS RECEIVED.

9 K. IF NO WRITTEN NOTICE OF INTENT TO ATTEND THE PUBLIC
10 HEARING BY INTERESTED PARTIES IS RECEIVED, THE COMMISSION MAY
11 PROCEED WITH PROMULGATION OF THE PROPOSED RULE WITHOUT A
12 PUBLIC HEARING.

13 L. THE COMMISSION SHALL, BY MAJORITY VOTE OF ALL MEMBERS,
14 TAKE FINAL ACTION ON THE PROPOSED RULE AND SHALL DETERMINE THE
15 EFFECTIVE DATE OF THE RULE, IF ANY, BASED ON THE RULE-MAKING
16 RECORD AND THE FULL TEXT OF THE RULE.

17 M. UPON DETERMINATION THAT AN EMERGENCY EXISTS, THE
18 COMMISSION MAY CONSIDER AND ADOPT AN EMERGENCY RULE WITHOUT
19 PRIOR NOTICE, OPPORTUNITY FOR COMMENT, OR HEARING, PROVIDED THAT
20 THE USUAL RULE-MAKING PROCEDURES PROVIDED IN THE COMPACT AND
21 IN THIS SECTION SHALL BE RETROACTIVELY APPLIED TO THE RULE AS SOON
22 AS REASONABLY POSSIBLE, IN NO EVENT LATER THAN NINETY (90) DAYS
23 AFTER THE EFFECTIVE DATE OF THE RULE. FOR THE PURPOSES OF THIS
24 PROVISION, AN EMERGENCY RULE IS ONE THAT MUST BE ADOPTED
25 IMMEDIATELY IN ORDER TO:

26 1. MEET AN IMMINENT THREAT TO PUBLIC HEALTH, SAFETY, OR
27 WELFARE;

1 STANDING AS STATUTORY LAW.

2 2. ALL COURTS SHALL TAKE JUDICIAL NOTICE OF THE COMPACT
3 AND THE RULES IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING IN
4 A MEMBER STATE PERTAINING TO THE SUBJECT MATTER OF THIS
5 COMPACT THAT MAY AFFECT THE POWERS, RESPONSIBILITIES, OR
6 ACTIONS OF THE COMMISSION.

7 3. THE COMMISSION SHALL BE ENTITLED TO RECEIVE SERVICE OF
8 PROCESS IN ANY SUCH PROCEEDING AND SHALL HAVE STANDING
9 TO INTERVENE IN SUCH A PROCEEDING FOR ALL PURPOSES.
10 FAILURE TO PROVIDE SERVICE OF PROCESS TO THE COMMISSION
11 SHALL RENDER A JUDGMENT OR ORDER VOID AS TO THE COMMISSION,
12 THIS COMPACT, OR PROMULGATED RULES.

13 B. DEFAULT, TECHNICAL ASSISTANCE, AND TERMINATION.

14 1. IF THE COMMISSION DETERMINES THAT A MEMBER STATE HAS
15 DEFAULTED IN THE PERFORMANCE OF ITS OBLIGATIONS OR
16 RESPONSIBILITIES UNDER THIS COMPACT OR THE PROMULGATED
17 RULES, THE COMMISSION SHALL:

18 a. PROVIDE WRITTEN NOTICE TO THE DEFAULTING STATE AND
19 OTHER MEMBER STATES OF THE NATURE OF THE DEFAULT, THE
20 PROPOSED MEANS OF CURING THE DEFAULT, AND/OR ANY OTHER
21 ACTION TO BE TAKEN BY THE COMMISSION; AND

22 b. PROVIDE REMEDIAL TRAINING AND SPECIFIC TECHNICAL
23 ASSISTANCE REGARDING THE DEFAULT.

24 2. IF A STATE IN DEFAULT FAILS TO CURE THE DEFAULT, THE
25 DEFAULTING STATE MAY BE TERMINATED FROM THE COMPACT UPON
26 AN AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBER STATES, AND
27 ALL RIGHTS, PRIVILEGES, AND BENEFITS CONFERRED BY THIS COMPACT
MAY BE

1 TERMINATED ON THE EFFECTIVE DATE OF TERMINATION. A CURE OF THE
2 DEFAULT DOES NOT RELIEVE THE OFFENDING STATE OF OBLIGATIONS
3 OR LIABILITIES INCURRED DURING THE PERIOD OF DEFAULT.

4 3. TERMINATION OF MEMBERSHIP IN THE COMPACT SHALL BE
5 IMPOSED ONLY AFTER ALL OTHER MEANS OF SECURING COMPLIANCE
6 HAVE BEEN EXHAUSTED. NOTICE OF INTENT TO SUSPEND OR TERMINATE
7 SHALL BE GIVEN BY THE COMMISSION TO THE GOVERNOR, THE
8 MAJORITY AND MINORITY LEADERS OF THE DEFAULTING STATE'S
9 LEGISLATURE, AND EACH OF THE MEMBER STATES.

10 4. A STATE THAT HAS BEEN TERMINATED IS RESPONSIBLE FOR ALL
11 ASSESSMENTS, OBLIGATIONS, AND LIABILITIES INCURRED THROUGH THE
12 EFFECTIVE DATE OF TERMINATION, INCLUDING OBLIGATIONS THAT EXTEND
13 BEYOND THE EFFECTIVE DATE OF TERMINATION.

14 5. THE COMMISSION SHALL NOT BEAR ANY COSTS RELATED TO A
15 STATE THAT IS FOUND TO BE IN DEFAULT OR THAT HAS BEEN TERMINATED
16 FROM THE COMPACT, UNLESS AGREED UPON IN WRITING BETWEEN THE
17 COMMISSION AND THE DEFAULTING STATE.

18 6. THE DEFAULTING STATE MAY APPEAL THE ACTION OF THE
19 COMMISSION BY PETITIONING THE UNITED STATES DISTRICT COURT FOR
20 THE DISTRICT OF COLUMBIA OR THE FEDERAL DISTRICT WHERE THE
21 COMMISSION HAS ITS PRINCIPAL OFFICES. THE PREVAILING MEMBER SHALL
22 BE AWARDED ALL COSTS OF SUCH LITIGATION, INCLUDING REASONABLE
23 ATTORNEY FEES.

24 C. DISPUTE RESOLUTION.

25 1. UPON REQUEST BY A MEMBER STATE, THE COMMISSION SHALL
26 ATTEMPT TO RESOLVE DISPUTES RELATED TO THE COMPACT THAT ARISE
27 AMONG MEMBER STATES AND BETWEEN MEMBER AND NONMEMBER

1 STATES.

2 2. THE COMMISSION SHALL PROMULGATE A RULE PROVIDING FOR
3 BOTH MEDIATION AND BINDING DISPUTE RESOLUTION FOR DISPUTES AS
4 APPROPRIATE.

5 D. ENFORCEMENT.

6 1. THE COMMISSION, IN THE REASONABLE EXERCISE OF ITS
7 DISCRETION, SHALL ENFORCE THE PROVISIONS AND RULES OF THIS
8 COMPACT.

9 2. BY MAJORITY VOTE, THE COMMISSION MAY INITIATE LEGAL
10 ACTION IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
11 COLUMBIA OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS
12 PRINCIPAL OFFICES AGAINST A MEMBER STATE IN DEFAULT TO ENFORCE
13 COMPLIANCE WITH THE PROVISIONS OF THE COMPACT AND ITS
14 PROMULGATED RULES AND BYLAWS. THE RELIEF SOUGHT MAY INCLUDE
15 BOTH INJUNCTIVE RELIEF AND DAMAGES. IN THE EVENT JUDICIAL
16 ENFORCEMENT IS NECESSARY, THE PREVAILING MEMBER SHALL BE
17 AWARDED ALL COSTS OF SUCH LITIGATION, INCLUDING REASONABLE
18 ATTORNEY FEES.

19 3. THE REMEDIES HEREIN SHALL NOT BE THE EXCLUSIVE REMEDIES OF
20 THE COMMISSION. THE COMMISSION MAY PURSUE ANY OTHER
21 REMEDIES AVAILABLE UNDER FEDERAL OR STATE LAW.

22 **SECTION 12**

23 **DATE OF IMPLEMENTATION OF THE INTERSTATE COMMISSION FOR**
24 **OCCUPATIONAL THERAPY PRACTICE AND ASSOCIATED RULES,**
25 **WITHDRAWAL, AND AMENDMENT**

26
27 A. THE COMPACT SHALL COME INTO EFFECT ON THE DATE ON

1 WHICH THE COMPACT STATUTE IS ENACTED INTO LAW IN THE
2 TENTH MEMBER STATE. THE PROVISIONS, WHICH BECOME EFFECTIVE
3 AT THAT TIME, SHALL BE LIMITED TO THE POWERS GRANTED TO THE
4 COMMISSION RELATING TO ASSEMBLY AND THE PROMULGATION
5 OF RULES. THEREAFTER, THE COMMISSION SHALL MEET AND EXERCISE
6 RULE-MAKING POWERS NECESSARY TO THE IMPLEMENTATION AND
7 ADMINISTRATION OF THE COMPACT.

8 B. ANY STATE THAT JOINS THE COMPACT SUBSEQUENT TO THE
9 COMMISSION'S INITIAL ADOPTION OF THE RULES SHALL BE SUBJECT TO
10 THE RULES AS THEY EXIST ON THE DATE ON WHICH THE COMPACT
11 BECOMES LAW IN THAT STATE. ANY RULE THAT HAS BEEN PREVIOUSLY
12 ADOPTED BY THE COMMISSION SHALL HAVE THE FULL FORCE AND
13 EFFECT OF LAW ON THE DAY THE COMPACT BECOMES LAW IN THAT
14 STATE.

15 C. ANY MEMBER STATE MAY WITHDRAW FROM THIS COMPACT BY
16 ENACTING A STATUTE REPEALING THE SAME.

17 1. A MEMBER STATE'S WITHDRAWAL SHALL NOT TAKE EFFECT UNTIL
18 SIX (6) MONTHS AFTER ENACTMENT OF THE REPEALING STATUTE.

19 2. WITHDRAWAL SHALL NOT AFFECT THE CONTINUING
20 REQUIREMENT OF THE WITHDRAWING STATE'S OCCUPATIONAL
21 THERAPY LICENSING BOARD TO COMPLY WITH THE INVESTIGATIVE
22 AND ADVERSE ACTION REPORTING REQUIREMENTS OF THIS
23 COMPACT PRIOR TO THE EFFECTIVE DATE OF WITHDRAWAL.

24 D. NOTHING CONTAINED IN THIS COMPACT SHALL BE CONSTRUED
25 TO INVALIDATE OR PREVENT ANY OCCUPATIONAL THERAPY
26 LICENSURE AGREEMENT OR OTHER COOPERATIVE ARRANGEMENT
27 BETWEEN A MEMBER STATE AND A NONMEMBER STATE THAT DOES
NOT CONFLICT WITH THE PROVISIONS OF THIS COMPACT.

1 COMPACT ARE SUPERSEDED TO THE EXTENT OF THE CONFLICT.

2 D. ANY LAWFUL ACTIONS OF THE COMMISSION, INCLUDING
3 ALL RULES AND BYLAWS PROMULGATED BY THE COMMISSION, ARE
4 BINDING UPON THE MEMBER STATES.

5 E. ALL AGREEMENTS BETWEEN THE COMMISSION AND THE
6 MEMBER 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
9 MEMBER STATE, THE PROVISION SHALL BE INEFFECTIVE TO THE
10 EXTENT OF THE CONFLICT WITH THE CONSTITUTIONAL PROVISION IN
11 QUESTION IN THAT
12 MEMBER STATE.

13 **SECTION 2.** In Colorado Revised Statutes, **add** 12-270-108.5 as follows:

14 **12-270-108.5. Provisional license - fee - examination.** (1) THE
15 DIRECTOR MAY ISSUE A PROVISIONAL LICENSE TO PRACTICE AS AN
16 OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT TO AN
17 INDIVIDUAL WHO:

18 (a) SUBMITS AN APPLICATION AND PAYS A FEE AS DETERMINED BY
19 THE DIRECTOR; AND

20 (b) HAS SUCCESSFULLY COMPLETED AN OCCUPATIONAL THERAPY
21 PROGRAM THAT MEETS THE EDUCATION AND EXPERIENTIAL
22 REQUIREMENTS IN SECTION 12-270-107 FOR AN OCCUPATIONAL THERAPIST
23 OR IN SECTION 12-270-108 FOR AN OCCUPATIONAL THERAPY ASSISTANT.

24 (2) (a) A PROVISIONAL LICENSE MAY BE ISSUED ONLY FOR THE
25 PURPOSE OF ALLOWING A QUALIFIED APPLICANT TO PRACTICE AS AN
26 OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT UNTIL:

27 (I) THE APPLICANT TAKES THE NEXT NATIONALLY RECOGNIZED

1 EXAMINATION; OR

2 (II) THE NECESSARY DATA FOR LICENSURE BY ENDORSEMENT IS
3 COLLECTED AND RULED ON BY THE DIRECTOR.

4 (b) IF AN INDIVIDUAL FAILS TO PASS THE NEXT NATIONALLY
5 RECOGNIZED EXAMINATION DURING THE INDIVIDUAL'S INITIAL ELIGIBILITY
6 PERIOD, ALL PRIVILEGES GRANTED TO THE INDIVIDUAL UNDER THIS
7 SECTION AUTOMATICALLY CEASE UPON DUE NOTICE TO THE APPLICANT
8 OF SUCH FAILURE, AND SUCH PRIVILEGES MAY NOT BE RENEWED.

9 (3) A PERSON WHO HOLDS A PROVISIONAL LICENSE MAY PRACTICE
10 ONLY UNDER THE SUPERVISION OF AN OCCUPATIONAL THERAPIST
11 ACTIVELY LICENSED IN THIS STATE.

12 (4) A PROVISIONAL LICENSE ISSUED PURSUANT TO THIS SECTION
13 EXPIRES NO LATER THAN SIXTY DAYS AFTER THE DATE IT WAS ISSUED. A
14 PROVISIONAL LICENSE MAY BE ISSUED ONLY ONCE AND IS NOT SUBJECT
15 TO THE PROVISIONS OF SECTION 12-270-107 OR 12-270-108
16 CONCERNING RENEWAL.

17 **SECTION 3.** In Colorado Revised Statutes, **add** 12-270-119.5 as follows:

18 **12-270-119.5. Interstate compact - powers and duties of the director -**
19 **rules - definitions.** (1) AS USED IN THIS SECTION:

20 (a) "ADVERSE ACTION" HAS THE MEANING ESTABLISHED IN
21 SECTION 24-60-4101.

22 (b) "COMMISSION" MEANS THE OCCUPATIONAL THERAPY COMPACT
23 COMMISSION ESTABLISHED IN SECTION 24-60-4101.

24 (c) "COMPACT" MEANS THE OCCUPATIONAL THERAPY LICENSURE
25 INTERSTATE COMPACT AUTHORIZED IN PART 41 OF ARTICLE 60 OF TITLE 24.

26
27 (d) "DATA SYSTEM" HAS THE MEANING ESTABLISHED IN SECTION

1 24-60-4101.

2 (e) "TELEHEALTH" HAS THE MEANING ESTABLISHED IN SECTION
3 25-60-4101 WITH REGARD TO DELIVERING OCCUPATIONAL THERAPY
4 SERVICES.

5 (2) WITH REGARD TO THE COMPACT, THE DIRECTOR HAS THE
6 FOLLOWING POWERS AND DUTIES:

7 (a) TO FACILITATE COLORADO'S PARTICIPATION IN THE COMPACT;

8 (b) TO PROMULGATE THE RULES NECESSARY FOR THE
9 IMPLEMENTATION, ADMINISTRATION, AND ENFORCEMENT OF THE
10 COMPACT. THE DIRECTOR SHALL PROMULGATE RULES IN ACCORDANCE
11 WITH ARTICLE 4 OF TITLE 24.

12 (c) TO APPOINT A PERSON TO SERVE AS A COMMISSIONER ON THE
13 COMMISSION;

14 (d) TO REGULATE TELEHEALTH IN ACCORDANCE WITH THE
15 COMPACT;

16 (e) TO NOTIFY THE COMMISSION OF ANY ADVERSE ACTION
17 REGARDING A LICENSED OCCUPATIONAL THERAPIST OR OCCUPATIONAL
18 THERAPY ASSISTANT;

19 (f) TO PROVIDE UNIFORM DATA TO THE DATA SYSTEM CONSISTENT
20 WITH THE RULES OF THE COMMISSION; AND

21 (g) TO APPROVE PAYMENT OF ASSESSMENTS LEVIED BY THE
22 COMMISSION TO COVER THE COST OF OPERATIONS AND ACTIVITIES OF
23 THE COMMISSION AND ITS STAFF.

24 **SECTION 4. Act subject to petition - effective date.** This act takes effect
25 at 12:01 a.m. on the day following the expiration of the ninety-day period after
26 final adjournment of the general assembly; except that, if a referendum petition is filed
27 pursuant to section 1 (3) of article V

1 of the state constitution against this act or an item, section, or part of
2 this act within such period, then the act, item, section, or part will not
3 take effect unless approved by the people at the general election to be
4 held in November 2022 and, in such case, will take effect on the
5 date of the official declaration of the vote thereon by the governor.

AGENDA ITEM 7

ILLINOIS



**102ND GENERAL
ASSEMBLY State of Illinois
2021 and 2022
SB1862**

Introduced 2/26/2021, by Sen. Terri Bryant

SYNOPSIS AS INTRODUCED:

225 ILCS 75/22 new

Amends the Illinois Occupational Therapy Practice Act. Provides that the State of Illinois ratifies and approves the Occupational Therapy Licensure Compact. Provides that the purpose of the Compact is to facilitate interstate practice of Occupational Therapy with the goal of improving public access to Occupational Therapy services, and states that the Compact preserves the regulatory authority of states to protect public health and safety through the current system of state licensure. The Compact contains provisions concerning definitions; state participation in the Compact; Compact privilege; obtaining a new home state license by virtue of Compact privileges; active duty military personnel and their spouses; adverse actions; establishment of the Occupational Therapy Compact Commission; a data system; rulemaking; oversight, dispute resolution, and enforcement; date of implementation of the Interstate Commission for Occupational Therapy Practice and associated rules, withdrawal, and amendment; construction and severability; and the binding effect of the Compact and other laws.

LRB102 15496 SPS 20859 b

1 AN ACT concerning regulation.

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

4 Section 5. The Illinois Occupational Therapy Practice Act is amended by
5 adding Section 22 as follows:

6 (225 ILCS 75/22 new)

7 Sec. 22. Occupational Therapy Licensure Compact. The State of Illinois ratifies
8 and approves the following Compact:

9 OCCUPATIONAL THERAPY LICENSURE COMPACT

10 SECTION 1. PURPOSE

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

17 This Compact is designed to achieve the following objectives:

18

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20 A. Increase public access to Occupational Therapy services by providing
21 for the mutual recognition of other

- 1 Member State licenses;
- 2 B. Enhance the States' ability to protect the public's health and safety;
- 3 C. Encourage the cooperation of Member States in regulating
- 4 multi-State Occupational Therapy Practice;
- 5
- 6 D. Support spouses of relocating military members;
- 7 E. Enhance the exchange of licensure, investigative,
- 8 and disciplinary information between Member States;
- 9 F. Allow a Remote State to hold a provider of services with a Compact
- 10 Privilege in that State accountable to that State's practice standards; and
- 11 G. Facilitate the use of Telehealth technology in order to increase access
- 12 to Occupational Therapy services.
- 13

14 SECTION 2. DEFINITIONS

15 As used in this Compact, and except as otherwise provided, the following definitions

16 shall apply:

17 A. "Active Duty Military" means full-time duty status in the active uniformed

18 service of the United States, including members of the National Guard and

19 Reserve on active duty orders pursuant to 10 U.S.C. Chapter 1209 and Section

20 1211.

21 B. "Adverse Action" means any administrative, civil, equitable, or

22 criminal action permitted by a State's laws which is imposed by a Licensing

23 Board or other authority against an Occupational Therapist or Occupational

24 Therapy Assistant, including actions against an individual's license

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1 or Compact Privilege such as censure, revocation, suspension, probation,
2 monitoring of the Licensee, or restriction on the Licensee's practice.

3 C. "Alternative Program" means a non-disciplinary monitoring
4 process approved by an Occupational Therapy Licensing Board.

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

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

14 F. "Current Significant Investigative Information" means Investigative
15 Information that a Licensing Board, after an inquiry or investigation that
16 includes notification and an opportunity for the Occupational Therapist or
17 Occupational Therapy Assistant to respond, if required by State law, has reason
18 to believe is not groundless and, if proved true, would indicate more than a minor
19 infraction.

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26 G. "Data System" means a repository of information about _____

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

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

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

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

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

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

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

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

23 O. "Member State" means a State that has enacted the Compact.
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1 P. "Occupational Therapist" means an individual who is licensed by a State
2 to practice Occupational Therapy.

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

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

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

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

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

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26 V. "Remote State" means a Member State other than the Home

1 State, where a Licensee is exercising or seeking to exercise the Compact
2 Privilege.

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

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

7 Y. "Single-State License" means an Occupational Therapist or Occupational
8 Therapy Assistant license issued by a Member State that authorizes practice only
9 within the issuing State and does not include a Compact Privilege in any other
10 Member State.

11 Z. "Telehealth" means the application of telecommunication technology to
12 deliver Occupational Therapy services for assessment, intervention and/or
13 consultation.

14
15 SECTION 3. STATE PARTICIPATION IN THE COMPACT

16
17 A. To participate in the Compact, a Member State shall:

18 1. License Occupational Therapists and Occupational
19 Therapy Assistants

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

23 3. Have a mechanism in place for receiving and investigating
24 complaints about Licensees;

25 4. Notify the Commission, in compliance with the terms

1 of the Compact and Rules, of any Adverse Action or the availability of
2 Investigative Information regarding a Licensee;

3 5. Implement or utilize procedures for considering the criminal history
4 records of applicants for an initial Compact Privilege. These procedures
5 shall include the submission of fingerprints or other biometric-based
6 information by applicants for the purpose of obtaining an applicant's criminal
7 history record information from the Federal Bureau of Investigation and the
8 agency responsible for retaining that State's criminal records;

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12 a. A Member State shall, within a time frame established by
13 the Commission, require a criminal background check for a Licensee
14 seeking/applying for a Compact Privilege whose Primary State of
15 Residence is that Member State, by receiving the results of the
16 Federal Bureau of Investigation criminal record search, and shall
17 use the results in making licensure decisions.

18 b. Communication between a Member State, the
19 Commission and among Member States regarding the verification
20 of eligibility for licensure through the Compact shall not include any
21 information received from the Federal Bureau of Investigation relating to
22 a federal criminal records check performed by a Member State under
23 Public Law 92-544.

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- 1 6. Comply with the Rules of the Commission;
- 2 7. Utilize only a recognized national examination as a
- 3 requirement for licensure pursuant to the Rules of the Commission; and
- 4 8. Have Continuing Competence/Education requirements as a condition
- 5 for license renewal.

6 B. A Member State shall grant the Compact Privilege to a

7 _____

8 Licensee holding a valid unencumbered license in another Member State in

9 accordance with the terms of the Compact and Rules.

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

11 D. A Member State shall provide for the State's delegate to attend all

12 Occupational Therapy Compact Commission meetings.

13 E. Individuals not residing in a Member State shall continue to be able

14 to apply for a Member State's Single-State License as provided under the laws

15 of each Member State. However, the Single-State License granted to these

16 individuals shall not be recognized as granting the Compact Privilege in any other

17 Member State.

18 F. Nothing in this Compact shall affect the requirements established by a

19 Member State for the issuance of a Single-State License.

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21 SECTION 4. COMPACT PRIVILEGE

22 _____

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

3 1. Hold a license in the Home State;

4 2. Have a valid United States Social Security Number

5 or National Practitioner Identification number;

6 3. Have no encumbrance on any State license;

7 4. Be eligible for a Compact Privilege in any Member

8 State in accordance with Section 4D, F, G, and H;

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

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

14 7. Pay any applicable fees, including any State fee, for the Compact
15 Privilege;

16 8. Complete a criminal background check in accordance with Section
17 3A(5);

18
19 a. The Licensee shall be responsible for the payment of any
20 fee associated with the completion of a criminal background check.

21 9. Meet any Jurisprudence Requirements established by

22 _____
23 the Remote State(s) in which the Licensee is seeking a Compact
24 Privilege; and

25 10. Report to the Commission Adverse Action taken by any non-
26 Member State within 30 days from the date the

1 Adverse Action is taken.

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

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

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

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

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

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

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2. Two years have elapsed from the date on which the

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Home State license is no longer encumbered in accordance

1 with Section 4(F)(1).

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

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

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

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

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

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

16 I. If a Licensee's Compact Privilege in any Remote State

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19 is removed due to an erroneous charge, privileges shall be restored through the
20 compact Data System.

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

24 SECTION 5: OBTAINING A NEW HOME STATE LICENSE BY VIRTUE OF
25 COMPACT PRIVILEGE

1 A. An Occupational Therapist or Occupational Therapy Assistant may
2 hold a Home State license, which allows for Compact Privileges in Member
3 States, in only one Member State at a time.

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

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7
8 1. The Occupational Therapist or Occupational Therapy Assistant shall
9 file an application for obtaining a new Home State license by virtue of a
10 Compact Privilege, pay all applicable fees, and notify the current and new
11 Home State in accordance with applicable Rules adopted by the
12 Commission.

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

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19
20 a. an FBI fingerprint based criminal background check if not
21 previously performed or updated pursuant to applicable Rules
22 adopted by the Commission in accordance with Public Law 92-544;

23 b. other criminal background check as required by the new Home
24 State; and

25
26 c. submission of any requisite Jurisprudence

1 Requirements of the new Home State.

2 3. The former Home State shall convert the former Home

3 State license into a Compact Privilege once the new Home State has
4 activated the new Home State license in accordance with
5 applicable Rules adopted by the Commission.

6 4. Notwithstanding any other provision of this Compact, if the
7 Occupational Therapist or Occupational Therapy Assistant cannot meet the
8 criteria in Section 4, the new Home State shall apply its requirements
9 for issuing a new Single-State License.

10 5. The Occupational Therapist or the Occupational Therapy
11 Assistant shall pay all applicable fees to the new Home State in order to be
12 issued a new Home State license. C. If an Occupational Therapist or
13 Occupational Therapy

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15
16 Assistant changes Primary State of Residence by moving from a Member State to a
17 non-Member State, or from a non-Member State to a Member State, the State criteria
18 shall apply for issuance of a Single-State License in the new State.

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

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

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1 SECTION 6. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

2 A. Active Duty Military personnel, or their spouses, shall designate a Home
3 State where the individual has a current license in good standing. The
4 individual may retain the Home State designation during the period the service
5 member is on active duty. Subsequent to designating a Home State, the
6 individual shall only change their Home State through application for
7 licensure in the new State or through the process described in Section 5.

8
9 SECTION 7. ADVERSE ACTIONS

10 A. A Home State shall have exclusive power to impose Adverse
11 Action against an Occupational Therapist's or Occupational Therapy
12 Assistant's license issued by the Home State.

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

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

21 2. Issue subpoenas for both hearings and
22 investigations that require the attendance and testimony of witnesses as
23 well as the production of evidence. Subpoenas issued by a Licensing
24 Board in a Member State

1 for the attendance and testimony of witnesses or the production of
2 evidence from another Member State shall be enforced in the latter State by
3 any court of competent jurisdiction, according to the practice and procedure
4 of that court applicable to subpoenas issued in proceedings pending before
5 it. The issuing authority shall pay any witness fees, travel expenses,
6 mileage and other fees required by the service statutes of the State in which
7 the witnesses or evidence are located.

8 C. For purposes of taking Adverse Action, the Home State

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10
11 shall give the same priority and effect to reported conduct received from a
12 Member State as it would if the conduct had occurred within the Home State. In
13 so doing, the Home State shall apply its own State laws to determine
14 appropriate action.

15 D. The Home State shall complete any pending
16 investigations of an Occupational Therapist or Occupational Therapy Assistant
17 who changes Primary State of Residence during the course of the
18 investigations. The Home State, where the investigations were initiated, shall
19 also have the authority to take appropriate action(s) and shall promptly
20 report the conclusions of the investigations to the OT Compact Commission Data
21 System. The Occupational Therapy Compact Commission Data System
22 administrator shall promptly notify the new Home State of any Adverse Actions.

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26 E. A Member State, if otherwise permitted by State law,

1 may recover from the affected Occupational Therapist or Occupational
2 Therapy Assistant the costs of investigations and disposition of cases resulting from
3 any Adverse Action taken against that Occupational Therapist or Occupational
4 Therapy Assistant.

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

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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 regulations or
13 other applicable State law, any Member State may participate with other
14 Member States in joint investigations of Licensees.

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

18 H. If an Adverse Action is taken by the Home State against

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20
21 an Occupational Therapist's or Occupational Therapy Assistant's
22 license, the Occupational Therapist's or Occupational Therapy
23 Assistant's Compact Privilege in all other Member States shall be
24 deactivated until all encumbrances have been removed from the State
25 license. All Home State disciplinary orders that impose Adverse Action

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1 against an Occupational Therapist's or Occupational Therapy Assistant's
2 license shall include a Statement that the Occupational Therapist's or
3 Occupational Therapy Assistant's Compact Privilege is deactivated in all Member
4 States during the pendency of the order.

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

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

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11 SECTION 8. ESTABLISHMENT OF THE OCCUPATIONAL THERAPY
12 COMPACT COMMISSION

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

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18 1. The Commission is an instrumentality of the Compact States.

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

24

25

1 alternative dispute resolution proceedings.

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

4 B. Membership, Voting, and Meetings

5 1. Each Member State shall have and be limited to one

6 C. delegate selected by that Member State's Licensing Board.

7 2. The delegate shall be either:

8 a. A current member of the Licensing Board, who is

9
10 an Occupational Therapist, Occupational Therapy Assistant, or
11 public member; or

12 b. An administrator of the Licensing Board.

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

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

17 5. Each delegate shall be entitled to one (1) vote with regard to the
18 promulgation of Rules and creation of bylaws and shall otherwise have
19 an opportunity to participate in the business and affairs of the Commission.

20 A delegate shall vote in person or by such other means as provided in the
21 bylaws. The bylaws may provide for delegates' participation in meetings
22 by telephone or other means of communication.

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26 6. The Commission shall meet at least once during each

1 calendar year. Additional meetings shall be held as set forth in the bylaws.

2 7. The Commission shall establish by Rule a term of office for
3 delegates.

4 C. The Commission shall have the following powers and

5
6 duties:

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

8 2. Establish the fiscal year of the Commission;

9 3. Establish bylaws;

10 4. Maintain its financial records in accordance with

11 the bylaws;

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

14 6. Promulgate uniform Rules to facilitate and coordinate
15 implementation and administration of this Compact. The Rules shall
16 have the force and effect of law and shall be binding in all Member States;

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

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22 8. Purchase and maintain insurance and bonds;

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

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26 10. Hire employees, elect or appoint officers, fix

1 compensation, define duties, grant such individuals appropriate
2 authority to carry out the purposes of the Compact, and establish the
3 Commission's personnel policies and programs relating to conflicts
4 of interest, qualifications of personnel, and other related personnel
5 matters;

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

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

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

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20 14. Establish a budget and make expenditures;

21 15. Borrow money;

22 16. Appoint committees, including standing committees
23 composed of members, State regulators, State legislators or their
24 representatives, and consumer representatives, and such other interested
25 persons as may be designated in this Compact and the bylaws;
26

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

3 18. Establish and elect an Executive Committee; and

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

7 D. The Executive Committee

8 The Executive Committee shall have the power to act on
9
10 behalf of the Commission according to the terms of this Compact.

11
12 1. The Executive Committee shall be composed of nine members:

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

16 b. One ex-officio, nonvoting member from a recognized
17 national Occupational Therapy professional association; and

18 c. One ex-officio, nonvoting member from a recognized
19 national Occupational Therapy certification organization.

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

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22
23
24 respective organizations.

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

1 4. The Executive Committee shall meet at least annually.

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

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

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

11
12 c. Prepare and recommend the budget;

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

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

17 f. Establish additional committees as necessary;
18 and

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

21 E. Meetings of the Commission

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

25
26 2. The Commission or the Executive Committee or other

1 committees of the Commission may convene in a closed,
2 non-public meeting if the Commission or Executive
3 Committee or other committees of the Commission must discuss:

4
5 a. Non-compliance of a Member State with its obligations
6 under the Compact;

7 b. The employment, compensation, discipline or
8 other matters, practices or procedures related to
9 specific employees or other matters related to the Commission's
10 internal personnel practices and procedures;

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

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

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

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

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

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

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26 i. Disclosure of information related to any

1 investigative reports prepared by or on behalf of or for use of the
2 Commission or other committee charged with responsibility of
3 investigation or determination of compliance issues pursuant to the
4 Compact; or

5 j. Matters specifically exempted from disclosure by federal or
6 Member State statute.

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

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

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21 F. Financing of the Commission

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

25 2. The Commission may accept any and all appropriate revenue sources,
26 donations, and grants of money,

1 equipment, supplies, materials, and services.

2 3. The Commission may levy on and collect an annual assessment
3 from each Member State or impose fees on other parties to cover the cost of
4 the operations and activities of the Commission and its staff, which must be in
5 a total amount sufficient to cover its annual budget as approved by the
6 Commission each year for which revenue is not provided by other
7 sources. The aggregate annual assessment amount shall be allocated
8 based upon a formula to be determined by the Commission, which shall
9 promulgate a Rule binding upon all Member States.

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

14 5. The Commission shall keep accurate accounts of all receipts and
15 disbursements. The receipts and disbursements of the Commission shall
16 be subject to the audit and accounting procedures established under
17 its bylaws. However, all receipts and disbursements of funds handled by
18 the Commission shall be audited yearly by a certified or licensed public
19 accountant, and the report of the audit shall be included in and become part of
20 the annual report of the Commission.

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

12 2. The Commission shall defend any member, officer, executive
13 director, employee, or representative of the Commission in any civil action
14 seeking to impose liability arising out of any actual or alleged act, error,
15 or omission that occurred within the scope of Commission employment,
16 duties, or responsibilities, or that the person against whom the claim is
17 made had a reasonable basis for believing occurred within the
18 scope of Commission employment, duties, or responsibilities;
19 provided that nothing herein shall be construed to prohibit that
20 person from retaining his or her own

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1 counsel; and provided further, that the actual or alleged act, error, or omission
2 did not result from that person's intentional or willful or wanton misconduct.

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

16 SECTION 9. DATA SYSTEM

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

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

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- 1 1. Identifying information;
2 2. Licensure data;
3 3. Adverse Actions against a license or Compact
4 Privilege;
5 4. Non-confidential information related to Alternative Program
6 participation;
7 5. Any denial of application for licensure, and the reason(s) for such
8 denial;
9 6. Other information that may facilitate the administration of
10 this Compact, as determined by the Rules of the Commission; and
11 7. Current Significant Investigative Information.

12 C. Current Significant Investigative Information and other
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14 Investigative Information pertaining to a Licensee in any Member State will
15 only be available to other Member States.

16 D. The Commission shall promptly notify all Member States of any Adverse
17 Action taken against a Licensee or an individual applying for a license.
18 Adverse Action information pertaining to a Licensee in any Member State will be
19 available to any other Member State.

20 E. Member States contributing information to the Data System may
21 designate information that may not be shared with the public without the express
22 permission of the contributing State.

23 F. Any information submitted to the Data System that is subsequently
24 required to be expunged by the laws of the Member
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1 State contributing the information shall be removed from the Data System.

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SECTION 10. RULEMAKING

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

7 B. The Commission shall promulgate reasonable rules in order to
8 effectively and efficiently achieve the purposes of the Compact. Notwithstanding
9 the foregoing, in the event the Commission exercises its rulemaking authority in a
10 manner that is beyond the scope of the purposes of the Compact, or the
11 powers granted hereunder, then such an action by the Commission
12 shall be invalid and have no force and effect.

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

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

19 E. Prior to promulgation and adoption of a final Rule or Rules by the
20 Commission, and at least thirty (30) days in advance of the meeting at which the
21 Rule will be considered and voted upon, the Commission shall file a Notice of
22 Proposed

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1 Rulemaking:

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

4 2. On the website of each Member State Occupational Therapy
5 Licensing Board or other publicly accessible platform or the publication
6 in which each State would otherwise publish proposed Rules.

7
8 F. The Notice of Proposed Rulemaking shall include:

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

11 2. The text of the proposed Rule or amendment and the reason for the
12 proposed Rule;

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

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

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

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

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

24
25 1. At least twenty five (25) persons;

26 2. A State or federal governmental subdivision or

1 agency; or

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

4 I. If a hearing is held on the proposed Rule or amendment,
5 the Commission shall publish the place, time, and date of the scheduled public
6 hearing. If the hearing is held via electronic means, the Commission shall
7 publish the mechanism for access to the electronic hearing.

8

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

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

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

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

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

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

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

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

7 M. Upon determination that an emergency exists, the Commission
8 may consider and adopt an emergency Rule without prior notice, opportunity for
9 comment, or hearing, provided that the usual Rulemaking procedures provided in
10 the Compact and in this section shall be retroactively applied to the Rule as soon as
11 reasonably possible, in no event later than ninety

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13
14
15 (90) days after the effective date of the Rule. For the purposes of this
16 provision, an emergency Rule is one that must be adopted immediately in order to:

17 1. Meet an imminent threat to public health, safety,

18
19 or welfare;

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

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

23 4. Protect public health and safety.

24 N. The Commission or an authorized committee of the

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26 Commission may direct revisions to a previously adopted Rule

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

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11 SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT
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14 A. Oversight

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

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

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

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8 B. Default, Technical Assistance, and Termination

9 1. If the Commission determines that a Member State
10 has defaulted in the performance of its obligations or responsibilities
11 under this Compact or the promulgated Rules, the Commission shall:

12
13 a. Provide written notice to the defaulting State and other Member
14 States of the nature of the default, the proposed means of curing the
15 default and/or any other action to be taken by the Commission; and

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

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

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

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

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

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

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23 C. Dispute Resolution

24 1. Upon request by a Member State, the Commission
25 shall attempt to resolve disputes related to the Compact that arise among
26 Member States and between member and

1 non-Member States.

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

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5 D. Enforcement

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

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

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

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22 SECTION 12. DATE OF IMPLEMENTATION OF THE INTERSTATE
23 COMMISSION FOR OCCUPATIONAL THERAPY PRACTICE AND
24 ASSOCIATED RULES, WITHDRAWAL, AND AMENDMENT

25 A. The Compact shall come into effect on the date on which

1 the Compact statute is enacted into law in the tenth Member State. The
2 provisions, which become effective at that time, shall be limited to the powers
3 granted to the Commission relating to assembly and the promulgation
4 of Rules. Thereafter, the Commission shall meet and exercise Rulemaking
5 powers necessary to the implementation and administration of the Compact.

6 B. Any State that joins the Compact subsequent to the Commission's
7 initial adoption of the Rules shall be subject to the Rules as they exist on the
8 date on which the Compact becomes law in that State. Any Rule that has been
9 previously adopted by the Commission shall have the full force and effect of law on
10 the day the Compact becomes law in that State.

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

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

18 2. Withdrawal shall not affect the continuing requirement of
19 the withdrawing State's Occupational Therapy Licensing Board to
20 comply with the investigative and Adverse Action reporting requirements
21 of this act prior to the effective date of withdrawal.

22 D. Nothing contained in this Compact shall be construed to

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25 invalidate or prevent any Occupational Therapy licensure agreement or
26 other cooperative arrangement between a Member

1 State and a non-Member State that does not conflict with the provisions of this
2 Compact.

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

6 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

17 SECTION 14. BINDING EFFECT OF COMPACT AND OTHER LAWS

18 A. A Licensee providing Occupational Therapy in a Remote State under the
19 Compact Privilege shall function within the
20 Compact Privilege shall function within the
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1 laws and regulations of the Remote State.

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

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

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

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

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

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