



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

HB5270

Introduced 2/9/2024, by Rep. Stephanie A. Kifowit

SYNOPSIS AS INTRODUCED:

New Act

Creates the Occupational Therapy Licensure Compact 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.

LRB103 37472 AWJ 67595 b

1 AN ACT concerning regulation.

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

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

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

8 OCCUPATIONAL THERAPY LICENSURE COMPACT

9 SECTION 1. PURPOSE

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

18 This Compact is designed to achieve the following objectives:

19 A. Increase public access to Occupational Therapy
20 services by providing for the mutual recognition of other
21 Member State licenses;

1 B. Enhance the States' ability to protect the public's
2 health and safety;

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

5 D. Support spouses of relocating military members;

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

8 F. Allow a Remote State to hold a provider of services
9 with a Compact Privilege in that State accountable to that
10 State's practice standards; and

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

13 SECTION 2. DEFINITIONS

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

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

21 B. "Adverse Action" means any administrative, civil,
22 equitable, or criminal action permitted by a State's laws
23 which is imposed by a Licensing Board or other authority
24 against an Occupational Therapist or Occupational Therapy
25 Assistant, including actions against an individual's license

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 T. "Occupational Therapy Licensing Board" or "Licensing
16 Board" means the agency of a State that is authorized to
17 license and regulate Occupational Therapists and Occupational
18 Therapy Assistants.

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

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

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

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

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

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

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

16 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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,
21 including but not limited to using the Commission's unique
22 identifier as defined in Rules of the Commission;

23 3. Have a mechanism in place for receiving and
24 investigating 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
2 availability of Investigative Information regarding a
3 Licensee;

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

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

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

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
4 Commission; and

5 8. Have Continuing Competence/Education requirements
6 as a condition for license renewal.

7 B. A Member State shall grant the Compact Privilege to a
8 Licensee holding a valid unencumbered license in another
9 Member State in accordance with the terms of the Compact and
10 Rules.

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

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

16 E. Individuals not residing in a Member State shall
17 continue to be able to apply for a Member State's Single-State
18 License as provided under the laws of each Member State.
19 However, the Single-State License granted to these individuals
20 shall not be recognized as granting the Compact Privilege in
21 any other Member State.

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

25 SECTION 4. COMPACT PRIVILEGE

1 A. To exercise the Compact Privilege under the terms and
2 provisions of the 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
10 resulting from any Adverse Action against any license or
11 Compact Privilege, and two years have elapsed from the
12 date of such completion;

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

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

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

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

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

25 10. Report to the Commission Adverse Action taken by
26 any non-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
4 the requirements of Section 4A to maintain the Compact
5 Privilege in the Remote State.

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

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

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

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

- 24 1. The Home State license is no longer encumbered; and
- 25 2. Two years have elapsed from the date on which the
26 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
4 requirements of Section 4A to obtain a Compact Privilege in
5 any Remote State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
4 State has activated the new Home State license in
5 accordance with applicable Rules adopted by the
6 Commission.

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

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

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

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

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

1 SECTION 6. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

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

10 SECTION 7. ADVERSE ACTIONS

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

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

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

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

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

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

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

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

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

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

10 G. Joint Investigations

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

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

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

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

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

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

13 SECTION 8. ESTABLISHMENT OF THE OCCUPATIONAL THERAPY COMPACT
14 COMMISSION

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

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

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

1 alternative dispute resolution proceedings.

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

4 B. Membership, Voting, and Meetings

5 1. Each Member State shall have and be limited to one
6 (1) delegate selected by that Member State's Licensing
7 Board.

8 2. The delegate shall be either:

9 a. A current member of the Licensing Board, who is
10 an Occupational Therapist, Occupational Therapy
11 Assistant, or 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
15 delegate is appointed.

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

18 5. Each delegate shall be entitled to one (1) vote
19 with regard to the promulgation of Rules and creation of
20 bylaws and shall otherwise have an opportunity to
21 participate in the business and affairs of the Commission.
22 A delegate shall vote in person or by such other means as
23 provided in the bylaws. The bylaws may provide for
24 delegates' participation in meetings by telephone or other
25 means of communication.

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

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

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

5 C. The Commission shall have the following powers and
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
13 the provisions of this Compact and the bylaws;

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

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

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
25 Member State;

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

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

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

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

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

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
24 or their representatives, and consumer representatives,
25 and such other interested persons as may be designated in
26 this Compact and the bylaws;

1 17. Provide and receive information from, and
2 cooperate with, 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
6 consistent with the State regulation of Occupational
7 Therapy licensure and practice.

8 D. The Executive Committee

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

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

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

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

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

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

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

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

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

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

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

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
16 provide 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
24 manner as required under the Rulemaking provisions in
25 Section 10.

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
4 discuss:

5 a. Non-compliance of a Member State with its
6 obligations 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
10 Commission's internal personnel practices and
11 procedures;

12 c. Current, threatened, or reasonably anticipated
13 litigation;

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

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

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

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

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

26 i. Disclosure of information related to any

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

5 j. Matters specifically exempted from disclosure
6 by federal or 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
9 or designee shall certify that the meeting may be closed
10 and shall 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
13 shall provide a full and accurate summary of actions
14 taken, and the reasons therefore, including a description
15 of the views expressed. All documents considered in
16 connection with an action shall be identified in such
17 minutes. All minutes and documents of a closed meeting
18 shall remain under seal, subject to release by a majority
19 vote of the Commission or order of a court of competent
20 jurisdiction.

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,
24 organization, and ongoing activities.

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

1 equipment, supplies, materials, and services.

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

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

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

26 G. Qualified Immunity, Defense, and Indemnification

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

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

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

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

16 SECTION 9. DATA SYSTEM

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

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

- 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
- 6 Program participation;
- 7 5. Any denial of application for licensure, and the
- 8 reason(s) for such denial;
- 9 6. Other information that may facilitate the
- 10 administration of this Compact, as determined by the Rules
- 11 of the Commission; and
- 12 7. Current Significant Investigative Information.

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

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

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

25 F. Any information submitted to the Data System that is
26 subsequently required to be expunged by the laws of the Member

1 State contributing the information shall be removed from the
2 Data System.

3 SECTION 10. RULEMAKING

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

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

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

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

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

1 Rulemaking:

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

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

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
11 upon;

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

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

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

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

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

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
3 twenty five (25) 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
6 scheduled public hearing. If the hearing is held via
7 electronic means, the Commission shall publish the mechanism
8 for access to the electronic hearing.

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

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

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

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

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

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

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

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

18 1. Meet an imminent threat to public health, safety,
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
23 Rule; or

24 4. Protect public health and safety.

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

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

13 SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

14 A. Oversight

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

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

1 responsibilities, or actions of the Commission.

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

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
11 responsibilities under this Compact or the promulgated
12 Rules, the Commission shall:

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

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

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

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

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

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

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

23 C. Dispute Resolution

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

1 non-Member States.

2 2. The Commission shall promulgate a Rule providing
3 for both mediation and binding dispute resolution for
4 disputes as 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
11 District of Columbia or the federal district where the
12 Commission has its principal offices against a Member
13 State in default to enforce compliance with the provisions
14 of the Compact and its promulgated Rules and bylaws. The
15 relief sought may include both injunctive relief and
16 damages. In the event judicial enforcement is necessary,
17 the prevailing member shall be awarded all costs of such
18 litigation, including reasonable attorney's fees.

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

22 SECTION 12. DATE OF IMPLEMENTATION OF THE INTERSTATE
23 COMMISSION FOR OCCUPATIONAL THERAPY PRACTICE AND ASSOCIATED
24 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
2 State. The provisions, which become effective at that time,
3 shall be limited to the powers granted to the Commission
4 relating to assembly and the promulgation of Rules.
5 Thereafter, the Commission shall meet and exercise Rulemaking
6 powers necessary to the implementation and administration of
7 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 effect
13 of law on the day the Compact becomes law in that State.

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

16 1. A Member State's withdrawal shall not take effect
17 until six (6) months after enactment of the repealing
18 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 act
23 prior to the effective date of withdrawal.

24 D. Nothing contained in this Compact shall be construed to
25 invalidate or prevent any Occupational Therapy licensure
26 agreement or other cooperative arrangement between a Member

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

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

7 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

22 SECTION 14. BINDING EFFECT OF COMPACT AND OTHER LAWS

23 A. A Licensee providing Occupational Therapy in a Remote
24 State under the Compact Privilege shall function within the

1 laws and regulations of the Remote State.

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

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

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

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

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