
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1329 Session of
2023

INTRODUCED BY MARKOSEK, MADDEN, KINSEY, VENKAT, D. WILLIAMS,
DELLOSO, SANCHEZ, HILL-EVANS AND KULIK, JUNE 6, 2023

REFERRED TO COMMITTEE ON VETERANS AFFAIRS AND EMERGENCY
PREPAREDNESS, JUNE 6, 2023

AN ACT

1 Authorizing the Commonwealth of Pennsylvania to join the
2 Interstate Compact; providing for the form of the compact;
3 imposing additional powers and duties on the Governor, the
4 Secretary of the Commonwealth and the Compact.

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

7 Section 1. Short title.

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

10 Section 2. Authority to execute compact.

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

16 SECTION 1. PURPOSE

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

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

7 This Compact is designed to achieve the following objectives:

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

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

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

15 D. Support spouses of relocating military members;

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

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

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

23 SECTION 2. DEFINITIONS

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

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

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

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

8 C. "Alternative Program" means a non-disciplinary monitoring
9 process approved by an Occupational Therapy 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 practice as an Occupational Therapy
14 Assistant in the Remote State under its laws and rules. The
15 Practice of Occupational Therapy occurs in the Member State
16 where the patient/client is located at the time of the
17 patient/client encounter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 Y. "Single-State License" means an Occupational Therapist or
29 Occupational Therapy Assistant license issued by a Member State
30 that authorizes practice only within the issuing State and does

1 not include a Compact Privilege in any other Member State.

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

5 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

7 1. License Occupational Therapists and Occupational Therapy
8 Assistants

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

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

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

17 5. Implement or utilize procedures for considering the
18 criminal history records of applicants for an initial Compact
19 Privilege. These procedures shall include the submission of
20 fingerprints or other biometric-based information by applicants
21 for the purpose of obtaining an applicant's criminal history
22 record information from the Federal Bureau of Investigation and
23 the agency responsible for retaining that State's criminal
24 records;

25 a. A Member State shall, within a time frame established by
26 the Commission, require a criminal background check for a
27 Licensee seeking/applying for a Compact Privilege whose Primary
28 State of Residence is that Member State, by receiving the
29 results of the Federal Bureau of Investigation criminal record
30 search, and shall use the results in making licensure decisions.

1 b. Communication between a Member State, the Commission and
2 among Member States regarding the verification of eligibility
3 for licensure through the Compact shall not include any
4 information received from the Federal Bureau of Investigation
5 relating to a federal criminal records check performed by a
6 Member State under Public Law 92-544.

7 6. Comply with the Rules of the Commission;

8 7. Utilize only a recognized national examination as a
9 requirement for licensure pursuant to the Rules of the
10 Commission; and

11 8. Have Continuing Competence/Education requirements as a
12 condition for license renewal.

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

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

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

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

26 F. Nothing in this Compact shall affect the requirements
27 established by a Member State for the issuance of a Single-State
28 License.

29 SECTION 4. COMPACT PRIVILEGE

30 A. To exercise the Compact Privilege under the terms and

1 provisions of the Compact, the Licensee shall:

2 1. Hold a license in the Home State;

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

5 3. Have no encumbrance on any State license;

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

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

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

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

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

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

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

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

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

1 C. A Licensee providing Occupational Therapy in a Remote
2 State under the Compact Privilege shall function within the laws
3 and regulations of the Remote State.

4 D. Occupational Therapy Assistants practicing in a Remote
5 State shall be supervised by an Occupational Therapist licensed
6 or holding a Compact Privilege in that Remote State.

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

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

- 19 1. The Home State license is no longer encumbered; and
- 20 2. Two years have elapsed from the date on which the Home
21 State license is no longer encumbered in accordance with Section
22 4(F)(1).

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

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

- 29 1. The specific period of time for which the Compact
30 Privilege was removed has ended;

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

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

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

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

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

13 SECTION 5: OBTAINING A NEW HOME STATE LICENSE BY VIRTUE OF
14 COMPACT PRIVILEGE

15 A. An Occupational Therapist or Occupational Therapy
16 Assistant may hold a Home State license, which allows for
17 Compact Privileges in Member States, in only one Member State at
18 a time.

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

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

27 2. Upon receipt of an application for obtaining a new Home
28 State license by virtue of compact privilege, the new Home State
29 shall verify that the Occupational Therapist or Occupational
30 Therapy Assistant meets the pertinent criteria outlined in

1 Section 4 via the Data System, without need for primary source
2 verification except for:

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

6 b. other criminal background check as required by the new
7 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 State
11 license into a Compact Privilege once the new Home State has
12 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, if
15 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 the 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
23 Member State to a non-Member State, or from a non-Member State
24 to a Member State, the State criteria shall apply for issuance
25 of a Single-State License in the new State.

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

30 E. Nothing in this Compact shall affect the requirements

1 established by a Member State for the issuance of a Single-State
2 License.

3 SECTION 6. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

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

12 SECTION 7. ADVERSE ACTIONS

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

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

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

22 2. Issue subpoenas for both hearings and investigations that
23 require the attendance and testimony of witnesses as well as the
24 production of evidence. Subpoenas issued by a Licensing Board in
25 a Member State for the attendance and testimony of witnesses or
26 the production of evidence from another Member State shall be
27 enforced in the latter State by any court of competent
28 jurisdiction, according to the practice and procedure of that
29 court applicable to subpoenas issued in proceedings pending
30 before it. The issuing authority shall pay any witness fees,

1 travel expenses, mileage and other fees required by the service
2 statutes of the State in which the witnesses or evidence are
3 located.

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

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

19 E. A Member State, if otherwise permitted by State law, may
20 recover from the affected Occupational Therapist or Occupational
21 Therapy Assistant the costs of investigations and disposition of
22 cases resulting from any Adverse Action taken against that
23 Occupational Therapist or Occupational Therapy Assistant.

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

27 G. Joint Investigations.

28 1. In addition to the authority granted to a Member State by
29 its respective State Occupational Therapy laws and regulations
30 or other applicable State law, any Member State may participate

1 with other Member States in joint investigations of Licensees.

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

5 H. If an Adverse Action is taken by the Home State against
6 an Occupational Therapist's or Occupational Therapy Assistant's
7 license, the Occupational Therapist's or Occupational Therapy
8 Assistant's Compact Privilege in all other Member States shall
9 be deactivated until all encumbrances have been removed from the
10 State license. All Home State disciplinary orders that impose
11 Adverse Action against an Occupational Therapist's or
12 Occupational Therapy Assistant's license shall include a
13 Statement that the Occupational Therapist's or Occupational
14 Therapy Assistant's Compact Privilege is deactivated in all
15 Member States during the pendency of the order.

16 I. If a Member State takes Adverse Action, it shall promptly
17 notify the administrator of the Data System. The administrator
18 of the Data System shall promptly notify the Home State of any
19 Adverse Actions by Remote States.

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

23 SECTION 8. ESTABLISHMENT OF THE OCCUPATIONAL THERAPY COMPACT
24 COMMISSION.

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

28 1. The Commission is an instrumentality of the Compact
29 States.

30 2. Venue is proper and judicial proceedings by or against

1 the Commission shall be brought solely and exclusively in a
2 court of competent jurisdiction where the principal office of
3 the Commission is located. The Commission may waive venue and
4 jurisdictional defenses to the extent it adopts or consents to
5 participate in alternative dispute resolution proceedings.

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

8 B. Membership, Voting, and Meetings

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

11 2. The delegate shall be either:

12 a. A current member of the Licensing Board, who is an
13 Occupational Therapist, Occupational Therapy Assistant, or
14 public member; or

15 b. An administrator of the Licensing Board.

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

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

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

28 6. The Commission shall meet at least once during each
29 calendar year. Additional meetings shall be held as set forth in
30 the bylaws.

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

3 C. The Commission shall have the following powers and
4 duties:

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

6 2. Establish the fiscal year of the Commission;

7 3. Establish bylaws;

8 4. Maintain its financial records in accordance with the
9 bylaws;

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

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

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

20 8. Purchase and maintain insurance and bonds;

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

23 10. Hire employees, elect or appoint officers, fix
24 compensation, define duties, grant such individuals appropriate
25 authority to carry out the purposes of the Compact, and
26 establish the Commission's personnel policies and programs
27 relating to conflicts of interest, qualifications of personnel,
28 and other related personnel matters;

29 11. Accept any and all appropriate donations and grants of
30 money, equipment, supplies, materials and services, and receive,

1 utilize and dispose of the same; provided that at all times the
2 Commission shall avoid any appearance of impropriety and/or
3 conflict of interest;

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

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

11 14. Establish a budget and make expenditures;

12 15. Borrow money;

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

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

20 18. Establish and elect an Executive Committee; and

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

25 D. The Executive Committee

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

28 1. The Executive Committee shall be composed of nine
29 members:

30 a. Seven voting members who are elected by the Commission

1 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 Executive
9 Committee as provided in bylaws.

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

11 5. The Executive Committee shall have the following Duties
12 and responsibilities:

13 a. Recommend to the entire Commission changes to the Rules
14 or bylaws, changes to this Compact legislation, fees paid by
15 Compact Member States such as annual dues, and any Commission
16 Compact fee charged to Licensees for the Compact Privilege;

17 b. Ensure Compact administration services are appropriately
18 provided, contractual or otherwise;

19 c. Prepare and recommend the budget;

20 d. Maintain financial records on behalf of the Commission;

21 e. Monitor Compact compliance of Member States and provide
22 compliance reports to the Commission;

23 f. Establish additional committees as necessary; and

24 g. Perform other duties as provided in Rules or bylaws.

25 E. Meetings of the Commission

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

29 2. The Commission or the Executive Committee or other
30 committees of the Commission may convene in a closed, non-public

1 meeting if the Commission or Executive Committee or other
2 committees of the Commission must discuss:

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

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

9 c. Current, threatened, or reasonably anticipated
10 litigation;

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

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

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

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

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

22 i. Disclosure of information related to any investigative
23 reports prepared by or on behalf of or for use of the Commission
24 or other committee charged with responsibility of investigation
25 or determination of compliance issues pursuant to the Compact;
26 or

27 j. Matters specifically exempted from disclosure by federal
28 or Member State statute.

29 3. If a meeting, or portion of a meeting, is closed pursuant
30 to this provision, the Commission's legal counsel or designee

1 shall certify that the meeting may be closed and shall reference
2 each relevant exempting provision.

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

12 F. Financing of the Commission

13 1. The Commission shall pay, or provide for the payment of,
14 the reasonable expenses of its establishment, organization, and
15 ongoing activities.

16 2. The Commission may accept any and all appropriate revenue
17 sources, donations, and grants of money, equipment, supplies,
18 materials, and services.

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

29 4. The Commission shall not incur obligations of any kind
30 prior to securing the funds adequate to meet the same; nor shall

1 the Commission pledge the credit of any of the Member States,
2 except by and with the authority of the Member State.

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

11 G. Qualified Immunity, Defense, and Indemnification

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

25 2. The Commission shall defend any member, officer,
26 executive director, employee, or representative of the
27 Commission in any civil action seeking to impose liability
28 arising out of any actual or alleged act, error, or omission
29 that occurred within the scope of Commission employment, duties,
30 or responsibilities, or that the person against whom the claim

1 is made had a reasonable basis for believing occurred within the
2 scope of Commission employment, duties, or responsibilities;
3 provided that nothing herein shall be construed to prohibit that
4 person from retaining his or her own counsel; and provided
5 further, that the actual or alleged act, error, or omission did
6 not result from that person's intentional or willful or wanton
7 misconduct.

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

19 SECTION 9. DATA SYSTEM

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

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

- 29 1. Identifying information;
- 30 2. Licensure data;

1 3. Adverse Actions against a license or Compact Privilege;

2 4. Non-confidential information related to Alternative
3 Program participation;

4 5. Any denial of application for licensure, and the
5 reason(s) for such denial;

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

9 7. Current Significant Investigative Information.

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

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

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

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

25 SECTION 10. RULEMAKING

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

30 B. The Commission shall promulgate reasonable rules in order

1 to effectively and efficiently achieve the purposes of the
2 Compact. Notwithstanding the foregoing, in the event the
3 Commission exercises its rulemaking authority in a manner that
4 is beyond the scope of the purposes of the Compact, or the
5 powers granted hereunder, then such an action by the Commission
6 shall be invalid and have no force and effect.

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

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

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

19 1. On the website of the Commission or other publicly
20 accessible platform; and

21 2. On the website of each Member State Occupational Therapy
22 Licensing Board or other publicly accessible platform or the
23 publication in which each State would otherwise publish proposed
24 Rules.

25 F. The Notice of Proposed Rulemaking shall include:

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

28 2. The text of the proposed Rule or amendment and the reason
29 for the proposed Rule;

30 3. A request for comments on the proposed Rule from any

1 interested person; and

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

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

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

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

12 2. A State or federal governmental subdivision or agency; or

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

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

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

25 2. Hearings shall be conducted in a manner providing each
26 person who wishes to comment a fair and reasonable opportunity
27 to comment orally or in writing.

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

30 4. Nothing in this section shall be construed as requiring a

1 separate hearing on each Rule. Rules may be grouped for the
2 convenience of the Commission at hearings required by this
3 section.

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

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

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

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

25 1. Meet an imminent threat to public health, safety, or
26 welfare;

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

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

30 4. Protect public health and safety.

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

15 SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

16 A. Oversight

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

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

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

1 provide service of process to the Commission shall render a
2 judgment or order void as to the Commission, this Compact, or
3 promulgated Rules.

4 B. Default, Technical Assistance, and Termination

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

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

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

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

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

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

1 beyond the effective date of termination.

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

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

12 C. Dispute Resolution

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

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

19 D. Enforcement

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

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

1 of such litigation, including reasonable attorney's fees.

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

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

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

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

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

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

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

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

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

10 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

24 SECTION 14. BINDING EFFECT OF COMPACT AND OTHER LAWS

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

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

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

1 are superseded to the extent of the conflict.

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

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

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

12 Section 3. When and how compact becomes operative.

13 (a) General rule.--When the Governor executes the
14 Interstate Compact on behalf of this State and files a verified
15 copy thereof with the Secretary of the Commonwealth and when the
16 compact is ratified by one or more other states, then the
17 compact shall become operative and effective between this State
18 and such other state or states. The Governor is hereby
19 authorized and directed to take such action as may be necessary
20 to complete the exchange of official documents between this
21 State and any other state ratifying the compact.

22 (b) Notice in Pennsylvania Bulletin.--The Secretary of the
23 Commonwealth shall transmit a notice to the Legislative
24 Reference Bureau for publication in the next available issue of
25 the Pennsylvania Bulletin when the conditions set forth in
26 subsection (a) are satisfied and shall include in the notice the
27 date on which the compact became effective and operative between
28 this State and any other state or states in accordance with this
29 act.

30 Section 4. Compensation and expenses of compact administrator.

1 The compact administrator who represents this State, as
2 provided for in the Interstate Compact, shall not be entitled to
3 any additional compensation for his duties and responsibilities
4 as compact administrator but shall be entitled to reimbursement
5 for reasonable expenses actually incurred in connection with his
6 duties and responsibilities as compact administrator in the same
7 manner as for expenses incurred in connection with other duties
8 and responsibilities of his office or employment.

9 Section 5. Effective date.

10 This act shall take effect in 60 days.