

HOUSE BILL NO. 173

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-FOURTH LEGISLATURE - FIRST SESSION

BY REPRESENTATIVES JIMMIE, Prax, Stutes, Nelson, Schwanke, Bynum, Himschoot, Mina, Josephson, Burke, Story

Introduced: 4/7/25

Referred: Labor and Commerce, Finance

A BILL

FOR AN ACT ENTITLED

"An Act relating to occupational therapist licensure; relating to occupational therapy assistant licensure; and relating to an occupational therapist licensure compact."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

*** Section 1.** AS 08.84.010(b) is amended to read:

(b) The board shall control all matters pertaining to the licensing of physical therapists, physical therapist assistants, occupational therapists, and occupational therapy assistants and the practice of physical therapy and the practice of occupational therapy. The board shall

(1) pass upon the qualifications of applicants;

(2) provide for the examination of applicants;

(3) issue temporary permits and licenses to persons qualified under this chapter;

(4) suspend, revoke, or refuse to issue or renew a license under AS 08.84.120;

(5) keep a current register listing the name, business address, date, and number of the license of each person who is licensed to practice under this chapter;

(6) adopt regulations under AS 44.62 (Administrative Procedure Act) necessary to carry out the purposes of this chapter, including regulations establishing qualifications for licensure and renewal of licensure under this chapter;

(7) implement the Interstate Physical Therapy Licensure Compact **enacted by [UNDER] AS 08.84.188 and the Occupational Therapy Licensure Compact enacted by AS 08.84.189.**

* **Sec. 2.** AS 08.84.150(b) is amended to read:

(b) A person may not provide services that the person describes as occupational therapy without being licensed under this chapter unless the person is

(1) a student in an accredited occupational therapy program or in a supervised field work program;

(2) a graduate of a foreign school of occupational therapy fulfilling the internship requirement of AS 08.84.032, and then only unless under the continuous direction and immediate supervision of an occupational therapist;

(3) an occupational therapist or occupational therapy assistant employed by the United States government while in the discharge of official duties;

(4) granted a limited permit under AS 08.84.075;

(5) licensed under this title and uses occupational therapy skills in the practice of the profession for which the license is issued; [OR]

(6) employed as a teacher or teacher's aide by an educational institution and is required to use occupational therapy skills during the course of employment, if

(A) the occupational therapy skills are used under a program implemented by the employer and developed by a licensed occupational therapist;

(B) the employer maintains direct supervision of the person's use of occupational therapy skills; and

(C) the person does not represent to

(i) be an occupational therapist or occupational therapy

1 assistant; and

2 (ii) practice occupational therapy; or

3 (7) granted a compact privilege under AS 08.84.189.

4 * **Sec. 3.** AS 08.84 is amended by adding a new section to read:

5 **Article 3A. Occupational Therapy Licensure Compact.**

6 **Sec. 08.84.189. Compact enacted.** The Occupational Therapy Licensure
7 Compact as contained in this section is enacted into law and entered into on behalf of
8 the state with all other states and jurisdictions legally joining it in a form substantially
9 as follows:

10 **SECTION 1. PURPOSE**

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

17 This Compact is designed to achieve the following objectives:

18 (A) Increase public access to Occupational Therapy services by providing for
19 the mutual recognition of other Member State licenses;

20 (B) Enhance the States' ability to protect the public's health and safety;

21 (C) Encourage the cooperation of Member States in regulating multi-State
22 Occupational Therapy Practice;

23 (D) Support spouses of relocating military members;

24 (E) Enhance the exchange of licensure, investigative, and disciplinary
25 information between Member States;

26 (F) Allow a Remote State to hold a provider of services with a Compact
27 Privilege in that State accountable to that State's practice standards; and

28 (G) Facilitate the use of Telehealth technology in order to increase access to
29 Occupational Therapy services.

30 **SECTION 2. DEFINITIONS**

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

1 definitions shall apply:

2 (A) "Active Duty Military" means full-time duty status in the active
3 uniformed service of the United States, including members of the National Guard and
4 Reserve on active duty orders pursuant to 10 U.S.C. Chapter 1209 and 10 U.S.C.
5 Chapter 1211.

6 (B) "Adverse Action" means any administrative, civil, equitable, or criminal
7 action permitted by a State's laws which is imposed by a Licensing Board or other
8 authority against an Occupational Therapist or Occupational Therapy Assistant,
9 including actions against an individual's license or Compact Privilege such as censure,
10 revocation, suspension, probation, monitoring of the Licensee, or restriction on the
11 Licensee's practice.

12 (C) "Alternative Program" means a non-disciplinary monitoring process
13 approved by an Occupational Therapy Licensing Board.

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

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

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

28 (G) "Data System" means a repository of information about Licensees,
29 including but not limited to license status, Investigative Information, Compact
30 Privileges, and Adverse Actions.

31 (H) "Encumbered License" means a license in which an Adverse Action

1 restricts the Practice of Occupational Therapy by the Licensee or said Adverse Action
2 has been reported to the National Practitioner Data Bank (NPDB).

3 (I) "Executive Committee" means a group of directors elected or appointed to
4 act on behalf of, and within the powers granted to them by, the Commission.

5 (J) "Home State" means the Member State that is the Licensee's Primary State
6 of Residence.

7 (K) "Impaired Practitioner" means individuals whose professional practice is
8 adversely affected by substance abuse, addiction, or other health-related conditions.

9 (L) "Investigative Information" means information, records, and/or documents
10 received or generated by an Occupational Therapy Licensing Board pursuant to an
11 investigation.

12 (M) "Jurisprudence Requirement" means the assessment of an individual's
13 knowledge of the laws and rules governing the Practice of Occupational Therapy in a
14 State.

15 (N) "Licensee" means an individual who currently holds an authorization from
16 the State to practice as an Occupational Therapist or as an Occupational Therapy
17 Assistant.

18 (O) "Member State" means a State that has enacted the Compact.

19 (P) "Occupational Therapist" means an individual who is licensed by a State
20 to practice Occupational Therapy.

21 (Q) "Occupational Therapy Assistant" means an individual who is licensed by
22 a State to assist in the Practice of Occupational Therapy.

23 (R) "Occupational Therapy," "Occupational Therapy Practice," and the
24 "Practice of Occupational Therapy" mean the care and services provided by an
25 Occupational Therapist or an Occupational Therapy Assistant as set forth in the
26 Member State's statutes and regulations.

27 (S) "Occupational Therapy Compact Commission" or "Commission" means
28 the national administrative body whose membership consists of all States that have
29 enacted the Compact.

30 (T) "Occupational Therapy Licensing Board" or "Licensing Board" means the
31 agency of a State that is authorized to license and regulate Occupational Therapists

1 and Occupational Therapy Assistants.

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

7 (V) "Remote State" means a Member State other than the Home State, where a
8 Licensee is exercising or seeking to exercise the Compact Privilege.

9 (W) "Rule" means a regulation promulgated by the Commission that has the
10 force of law.

11 (X) "State" means any state, commonwealth, district, or territory of the United
12 States of America that regulates the Practice of Occupational Therapy.

13 (Y) "Single-State License" means an Occupational Therapist or Occupational
14 Therapy Assistant license issued by a Member State that authorizes practice only
15 within the issuing State and does not include a Compact Privilege in any other
16 Member State.

17 (Z) "Telehealth" means the application of telecommunication technology to
18 deliver Occupational Therapy services for assessment, intervention and/or
19 consultation.

20 SECTION 3. STATE PARTICIPATION IN THE COMPACT

21 (A) To participate in the Compact, a Member State shall:

22 (1) License Occupational Therapists and Occupational Therapy
23 Assistants;

24 (2) Participate fully in the Commission's Data System, including but
25 not limited to using the Commission's unique identifier as defined in Rules of the
26 Commission;

27 (3) Have a mechanism in place for receiving and investigating
28 complaints about Licensees;

29 (4) Notify the Commission, in compliance with the terms of the
30 Compact and Rules, of any Adverse Action or the availability of Investigative
31 Information regarding a Licensee;

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

7 (a) A Member State shall, within a time frame established by
8 the Commission, require a criminal background check for a Licensee
9 seeking/applying for a Compact Privilege whose Primary State of Residence is
10 that Member State, by receiving the results of the Federal Bureau of
11 Investigation criminal record search, and shall use the results in making
12 licensure decisions.

13 (b) Communication between a Member State, the Commission
14 and among Member States regarding the verification of eligibility for licensure
15 through the Compact shall not include any information received from the
16 Federal Bureau of Investigation relating to a federal criminal records check
17 performed by a Member State under Public Law 92-544.

18 (6) Comply with the Rules of the Commission;

19 (7) Utilize only a recognized national examination as a requirement for
20 licensure pursuant to the Rules of the Commission; and

21 (8) Have Continuing Competence/Education requirements as a
22 condition for license renewal.

23 (B) A Member State shall grant the Compact Privilege to a Licensee holding a
24 valid unencumbered license in another Member State in accordance with the terms of
25 the Compact and Rules.

26 (C) Member States may charge a fee for granting a Compact Privilege.

27 (D) A Member State shall provide for the State's delegate to attend all
28 Occupational Therapy Compact Commission meetings.

29 (E) Individuals not residing in a Member State shall continue to be able to
30 apply for a Member State's Single-State License as provided under the laws of each
31 Member State. However, the Single-State License granted to these individuals shall

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

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

SECTION 4. COMPACT PRIVILEGE

(A) To exercise the Compact Privilege under the terms and provisions of the Compact, the Licensee shall:

- (1) Hold a license in the Home State;
 - (2) Have a valid United States Social Security Number or National Practitioner Identification number;
 - (3) Have no encumbrance on any State license;
 - (4) Be eligible for a Compact Privilege in any Member State in accordance with Section 4D, F, G, and H;
 - (5) Have paid all fines and completed all requirements resulting from any Adverse Action against any license or Compact Privilege, and two years have elapsed from the date of such completion;
 - (6) Notify the Commission that the Licensee is seeking the Compact Privilege within a Remote State(s);
 - (7) Pay any applicable fees, including any State fee, for the Compact Privilege;
 - (8) Complete a criminal background check in accordance with Section 3A(5);
 - (a) The Licensee shall be responsible for the payment of any fee associated with the completion of a criminal background check.
 - (9) Meet any Jurisprudence Requirements established by the Remote State(s) in which the Licensee is seeking a Compact Privilege; and
 - (10) Report to the Commission Adverse Action taken by any non-Member State within 30 days from the date the Adverse Action is taken.
- (B) The Compact Privilege is valid until the expiration date of the Home State license. The Licensee must comply with the requirements of Section 4A to maintain the Compact Privilege in the Remote State.
- (C) A Licensee providing Occupational Therapy in a Remote State under the

1 Compact Privilege shall function within the laws and regulations of the Remote State.

2 (D) Occupational Therapy Assistants practicing in a Remote State shall be
3 supervised by an Occupational Therapist licensed or holding a Compact Privilege in
4 that Remote State.

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

12 (F) If a Home State license is encumbered, the Licensee shall lose the
13 Compact Privilege in any Remote State until the following occur:

14 (1) The Home State license is no longer encumbered; and

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

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

20 (H) If a Licensee's Compact Privilege in any Remote State is removed, the
21 individual may lose the Compact Privilege in any other Remote State until the
22 following occur:

23 (1) The specific period of time for which the Compact Privilege was
24 removed has ended;

25 (2) All fines have been paid and all conditions have been met;

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

28 (4) The Compact Privileges are reinstated by the Commission, and the
29 compact Data System is updated to reflect reinstatement.

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

1 (J) Once the requirements of Section 4H have been met, the Licensee must
2 meet the requirements in Section 4A to obtain a Compact Privilege in a Remote State.

3 SECTION 5. OBTAINING A NEW HOME STATE LICENSE BY VIRTUE OF
4 COMPACT PRIVILEGE

5 (A) An Occupational Therapist or Occupational Therapy Assistant may hold a
6 Home State license, which allows for Compact Privileges in Member States, in only
7 one Member State at a time.

8 (B) If an Occupational Therapist or Occupational Therapy Assistant changes
9 Primary State of Residence by moving between two Member States:

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

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

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

22 (b) other criminal background check as required by the new
23 Home State; and

24 (c) submission of any requisite Jurisprudence Requirements of
25 the new Home State.

26 (3) The former Home State shall convert the former Home State
27 license into a Compact Privilege once the new Home State has activated the new
28 Home State license in accordance with applicable Rules adopted by the Commission.

29 (4) Notwithstanding any other provision of this Compact, if the
30 Occupational Therapist or Occupational Therapy Assistant cannot meet the criteria in
31 Section 4, the new Home State shall apply its requirements for issuing a new Single-

1 State License.

2 (5) The Occupational Therapist or the Occupational Therapy Assistant
3 shall pay all applicable fees to the new Home State in order to be issued a new Home
4 State license.

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

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

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

14 SECTION 6. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

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

21 SECTION 7. ADVERSE ACTIONS

22 (A) A Home State shall have exclusive power to impose Adverse Action
23 against an Occupational Therapist's or Occupational Therapy Assistant's license issued
24 by the Home State.

25 (B) In addition to the other powers conferred by State law, a Remote State
26 shall have the authority, in accordance with existing State due process law, to:

27 (1) Take Adverse Action against an Occupational Therapist's or
28 Occupational Therapy Assistant's Compact Privilege within that Member State.

29 (2) Issue subpoenas for both hearings and investigations that require
30 the attendance and testimony of witnesses as well as the production of evidence.
31 Subpoenas issued by a Licensing Board in a Member State for the attendance and

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

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

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

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

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

26 (G) Joint Investigations

27 (1) In addition to the authority granted to a Member State by its
28 respective State Occupational Therapy laws and regulations or other applicable State
29 law, any Member State may participate with other Member States in joint
30 investigations of Licensees.

31 (2) Member States shall share any investigative, litigation, or

1 compliance materials in furtherance of any joint or individual investigation initiated
2 under the Compact.

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

12 (I) If a Member State takes Adverse Action, it shall promptly notify the
13 administrator of the Data System. The administrator of the Data System shall promptly
14 notify the Home State of any Adverse Actions by Remote States.

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

17 SECTION 8. ESTABLISHMENT OF THE OCCUPATIONAL THERAPY 18 COMPACT COMMISSION

19 (A) The Compact Member States hereby create and establish a joint public
20 agency known as the Occupational Therapy Compact Commission:

21 (1) The Commission is an instrumentality of the Compact States.

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

27 (3) Nothing in this Compact shall be construed to be a waiver of
28 sovereign immunity.

29 (B) Membership, Voting, and Meetings

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

1 (2) The delegate shall be either:

2 (a) A current member of the Licensing Board, who is an
3 Occupational Therapist, Occupational Therapy Assistant, or public member; or

4 (b) An administrator of the Licensing Board.

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

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

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

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

16 (7) The Commission shall establish by Rule a term of office for
17 delegates.

18 (C) The Commission shall have the following powers and duties:

19 (1) Establish a Code of Ethics for the Commission;

20 (2) Establish the fiscal year of the Commission;

21 (3) Establish bylaws;

22 (4) Maintain its financial records in accordance with the bylaws;

23 (5) Meet and take such actions as are consistent with the provisions of
24 this Compact and the bylaws;

25 (6) Promulgate uniform Rules to facilitate and coordinate
26 implementation and administration of this Compact. The Rules shall have the force
27 and effect of law and shall be binding in all Member States;

28 (7) Bring and prosecute legal proceedings or actions in the name of the
29 Commission, provided that the standing of any State Occupational Therapy Licensing
30 Board to sue or be sued under applicable law shall not be affected;

31 (8) Purchase and maintain insurance and bonds;

1 (9) Borrow, accept, or contract for services of personnel, including, but
2 not limited to, employees of a Member State;

3 (10) Hire employees, elect or appoint officers, fix compensation,
4 define duties, grant such individuals appropriate authority to carry out the purposes of
5 the Compact, and establish the Commission's personnel policies and programs relating
6 to conflicts of interest, qualifications of personnel, and other related personnel matters;

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

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

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

16 (14) Establish a budget and make expenditures;

17 (15) Borrow money;

18 (16) Appoint committees, including standing committees composed of
19 members, State regulators, State legislators or their representatives, and consumer
20 representatives, and such other interested persons as may be designated in this
21 Compact and the bylaws;

22 (17) Provide and receive information from, and cooperate with, law
23 enforcement agencies;

24 (18) Establish and elect an Executive Committee; and

25 (19) Perform such other functions as may be necessary or appropriate
26 to achieve the purposes of this Compact consistent with the State regulation of
27 Occupational Therapy licensure and practice.

28 (D) The Executive Committee

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

31 (1) The Executive Committee shall be composed of nine members:

(a) Seven voting members who are elected by the Commission from the current membership of the Commission;

(b) One ex-officio, nonvoting member from a recognized national Occupational Therapy professional association; and

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

(2) The ex-officio members will be selected by their respective organizations.

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

(4) The Executive Committee shall meet at least annually.

(5) The Executive Committee shall have the following Duties and responsibilities:

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

(b) Ensure Compact administration services are appropriately provided, contractual or otherwise;

(c) Prepare and recommend the budget;

(d) Maintain financial records on behalf of the Commission;

(e) Monitor Compact compliance of Member States and provide compliance reports to the Commission;

(f) Establish additional committees as necessary; and

(g) Perform other duties as provided in Rules or bylaws.

(E) Meetings of the Commission

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

(2) The Commission or the Executive Committee or other committees of the Commission may convene in a closed, non-public meeting if the Commission or

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

2 (a) Non-compliance of a Member State with its obligations
3 under the Compact;

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

7 (c) Current, threatened, or reasonably anticipated litigation;

8 (d) Negotiation of contracts for the purchase, lease, or sale of
9 goods, services, or real estate;

10 (e) Accusing any person of a crime or formally censuring any
11 person;

12 (f) Disclosure of trade secrets or commercial or financial
13 information that is privileged or confidential;

14 (g) Disclosure of information of a personal nature where
15 disclosure would constitute a clearly unwarranted invasion of personal privacy;

16 (h) Disclosure of investigative records compiled for law
17 enforcement purposes;

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

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

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

27 (4) The Commission shall keep minutes that fully and clearly describe
28 all matters discussed in a meeting and shall provide a full and accurate summary of
29 actions taken, and the reasons therefore, including a description of the views
30 expressed. All documents considered in connection with an action shall be identified
31 in such minutes. All minutes and documents of a closed meeting shall remain under

1 seal, subject to release by a majority vote of the Commission or order of a court of
2 competent jurisdiction.

3 (F) Financing of the Commission

4 (1) The Commission shall pay, or provide for the payment of, the
5 reasonable expenses of its establishment, organization, and ongoing activities.

6 (2) The Commission may accept any and all appropriate revenue
7 sources, donations, and grants of money, equipment, supplies, materials, and services.

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

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

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

25 (G) Qualified Immunity, Defense, and Indemnification

26 (1) The members, officers, executive director, employees and
27 representatives of the Commission shall be immune from suit and liability, either
28 personally or in their official capacity, for any claim for damage to or loss of property
29 or personal injury or other civil liability caused by or arising out of any actual or
30 alleged act, error or omission that occurred, or that the person against whom the claim
31 is made had a reasonable basis for believing occurred within the scope of Commission

1 employment, duties or responsibilities; provided that nothing in this paragraph shall be
 2 construed to protect any such person from suit and/or liability for any damage, loss,
 3 injury, or liability caused by the intentional or willful or wanton misconduct of that
 4 person.

5 (2) The Commission shall defend any member, officer, executive
 6 director, employee, or representative of the Commission in any civil action seeking to
 7 impose liability arising out of any actual or alleged act, error, or omission that
 8 occurred within the scope of Commission employment, duties, or responsibilities, or
 9 that the person against whom the claim is made had a reasonable basis for believing
 10 occurred within the scope of Commission employment, duties, or responsibilities;
 11 provided that nothing herein shall be construed to prohibit that person from retaining
 12 his or her own counsel; and provided further, that the actual or alleged act, error, or
 13 omission did not result from that person's intentional or willful or wanton misconduct.

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

22 SECTION 9. DATA SYSTEM

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

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

30 (1) Identifying information;

31 (2) Licensure data;

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

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

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

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

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

22 SECTION 10. RULEMAKING

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

26 (B) The Commission shall promulgate reasonable rules in order to effectively
27 and efficiently achieve the purposes of the Compact. Notwithstanding the foregoing,
28 in the event the Commission exercises its rulemaking authority in a manner that is
29 beyond the scope of the purposes of the Compact, or the powers granted hereunder,
30 then such an action by the Commission shall be invalid and have no force and effect.

31 (C) If a majority of the legislatures of the Member States rejects a Rule, by

1 enactment of a statute or resolution in the same manner used to adopt the Compact
 2 within 4 years of the date of adoption of the Rule, then such Rule shall have no further
 3 force and effect in any Member State.

4 (D) Rules or amendments to the Rules shall be adopted at a regular or special
 5 meeting of the Commission.

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

10 (1) On the website of the Commission or other publicly accessible
 11 platform; and

12 (2) On the website of each Member State Occupational Therapy
 13 Licensing Board or other publicly accessible platform or the publication in which each
 14 State would otherwise publish proposed Rules.

15 (F) The Notice of Proposed Rulemaking shall include:

16 (1) The proposed time, date, and location of the meeting in which the
 17 Rule will be considered and voted upon;

18 (2) The text of the proposed Rule or amendment and the reason for the
 19 proposed Rule;

20 (3) A request for comments on the proposed Rule from any interested
 21 person; and

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

24 (G) Prior to adoption of a proposed Rule, the Commission shall allow persons
 25 to submit written data, facts, opinions, and arguments, which shall be made available
 26 to the public.

27 (H) The Commission shall grant an opportunity for a public hearing before it
 28 adopts a Rule or amendment if a hearing is requested by:

29 (1) At least twenty five (25) persons;

30 (2) A State or federal governmental subdivision or agency; or

31 (3) An association or organization having at least twenty five (25)

1 members.

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

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

10 (2) Hearings shall be conducted in a manner providing each person
11 who wishes to comment a fair and reasonable opportunity to comment orally or in
12 writing.

13 (3) All hearings will be recorded. A copy of the recording will be made
14 available on request.

15 (4) Nothing in this section shall be construed as requiring a separate
16 hearing on each Rule. Rules may be grouped for the convenience of the Commission
17 at hearings required by this section.

18 (J) Following the scheduled hearing date, or by the close of business on the
19 scheduled hearing date if the hearing was not held, the Commission shall consider all
20 written and oral comments received.

21 (K) If no written notice of intent to attend the public hearing by interested
22 parties is received, the Commission may proceed with promulgation of the proposed
23 Rule without a public hearing.

24 (L) The Commission shall, by majority vote of all members, take final action
25 on the proposed Rule and shall determine the effective date of the Rule, if any, based
26 on the Rulemaking record and the full text of the Rule.

27 (M) Upon determination that an emergency exists, the Commission may
28 consider and adopt an emergency Rule without prior notice, opportunity for comment,
29 or hearing, provided that the usual Rulemaking procedures provided in the Compact
30 and in this section shall be retroactively applied to the Rule as soon as reasonably
31 possible, in no event later than ninety (90) days after the effective date of the Rule. For

1 the purposes of this provision, an emergency Rule is one that must be adopted
2 immediately in order to:

- 3 (1) Meet an imminent threat to public health, safety, or welfare;
- 4 (2) Prevent a loss of Commission or Member State funds;
- 5 (3) Meet a deadline for the promulgation of an administrative Rule that
6 is established by federal law or Rule; or
- 7 (4) Protect public health and safety.

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

18 SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

19 (A) Oversight

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

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

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

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

2 (B) Default, Technical Assistance, and Termination

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

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

9 (b) Provide remedial training and specific technical assistance
10 regarding the default.

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

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

22 (4) A State that has been terminated is responsible for all assessments,
23 obligations, and liabilities incurred through the effective date of termination, including
24 obligations that extend beyond the effective date of termination.

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

28 (6) The defaulting State may appeal the action of the Commission by
29 petitioning the U.S. District Court for the District of Columbia or the federal district
30 where the Commission has its principal offices. The prevailing member shall be
31 awarded all costs of such litigation, including reasonable attorney's fees.

1 (C) Dispute Resolution

2 (1) Upon request by a Member State, the Commission shall attempt to
3 resolve disputes related to the Compact that arise among Member States and between
4 member and non-Member States.

5 (2) The Commission shall promulgate a Rule providing for both
6 mediation and binding dispute resolution for disputes as appropriate.

7 (D) Enforcement

8 (1) The Commission, in the reasonable exercise of its discretion, shall
9 enforce the provisions and Rules of this Compact.

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

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

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

23 (A) The Compact shall come into effect on the date on which the Compact
24 statute is enacted into law in the tenth Member State. The provisions, which become
25 effective at that time, shall be limited to the powers granted to the Commission
26 relating to assembly and the promulgation of Rules. Thereafter, the Commission shall
27 meet and exercise Rulemaking powers necessary to the implementation and
28 administration of the Compact.

29 (B) Any State that joins the Compact subsequent to the Commission's initial
30 adoption of the Rules shall be subject to the Rules as they exist on the date on which
31 the Compact becomes law in that State. Any Rule that has been previously adopted by

1 the Commission shall have the full force and effect of law on the day the Compact
2 becomes law in that State.

3 (C) Any Member State may withdraw from this Compact by enacting a statute
4 repealing the same.

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

7 (2) Withdrawal shall not affect the continuing requirement of the
8 withdrawing State's Occupational Therapy Licensing Board to comply with the
9 investigative and Adverse Action reporting requirements of this act prior to the
10 effective date of withdrawal.

11 (D) Nothing contained in this Compact shall be construed to invalidate or
12 prevent any Occupational Therapy licensure agreement or other cooperative
13 arrangement between a Member State and a non-Member State that does not conflict
14 with the provisions of this Compact.

15 (E) This Compact may be amended by the Member States. No amendment to
16 this Compact shall become effective and binding upon any Member State until it is
17 enacted into the laws of all Member States.

18 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

29 SECTION 14. BINDING EFFECT OF COMPACT AND OTHER LAWS

30 (A) A Licensee providing Occupational Therapy in a Remote State under the
31 Compact Privilege shall function within the laws and regulations of the Remote State.

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

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

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

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

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