

# HOUSE BILL NO. 4169

March 02, 2023, Introduced by Reps. Rogers, Wozniak, Bezotte, Fox, Paiz, Glanville, Hill, Conlin, Morgan, Fitzgerald, Brabec, Steckloff, Roth, Thompson, Rheingans, Hood, Haadsma, Green, Bollin, Grant, Tsernoglou, Byrnes, Scott, Coffia, Kunse, Farhat, Young, McFall, Wilson, Outman, O'Neal, Neeley, Pohutsky, Whitsett and Aiyash and referred to the Committee on Health Policy.

A bill to amend 1978 PA 368, entitled  
"Public health code,"  
(MCL 333.1101 to 333.25211) by adding section 16188.

**THE PEOPLE OF THE STATE OF MICHIGAN ENACT:**

1           **Sec. 16188. (1) The occupational therapy licensure compact is**  
2 **enacted into law and entered into by this state as a party with all**  
3 **jurisdictions that legally join in the compact, in the form**  
4 **substantially as follows:**

## 1 OCCUPATIONAL THERAPY LICENSURE COMPACT

## 2 SECTION 1. PURPOSE

3 The purpose of this Compact is to facilitate interstate  
4 practice of Occupational Therapy with the goal of improving public  
5 access to Occupational Therapy services. The Practice of  
6 Occupational Therapy occurs in the State where the patient/client  
7 is located at the time of the patient/client encounter. The Compact  
8 preserves the regulatory authority of States to protect public  
9 health and safety through the current system of State licensure.

10 This Compact is designed to achieve the following objectives:

11 A. Increase public access to Occupational Therapy services by  
12 providing for the mutual recognition of other Member State  
13 licenses;

14 B. Enhance the States' ability to protect the public's health  
15 and safety;

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

18 D. Support spouses of relocating military members;

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

21 F. Allow a Remote State to hold a provider of services with a  
22 Compact Privilege in that State accountable to that State's  
23 practice standards; and

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

## 26 SECTION 2. DEFINITIONS

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

29 A. "Active Duty Military" means full-time duty status in the

1 active uniformed service of the United States, including members of  
2 the National Guard and Reserve on active duty orders pursuant to 10  
3 USC Chapter 1209 and 10 USC Chapter 1211.

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

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

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

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

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

1 infraction.

2 G. "Data System" means a repository of information about  
3 Licensees, including but not limited to license status,  
4 Investigative Information, Compact Privileges, and Adverse Actions.

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

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

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

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

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

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

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

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

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

29 Q. "Occupational Therapy Assistant" means an individual who is

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

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

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

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

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

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

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

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

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

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

8                           SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

10           1. License Occupational Therapists and Occupational Therapy  
 11 Assistants;

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

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

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

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

27           a. A Member State shall, within a time frame established by  
 28 the Commission, require a criminal background check for a Licensee  
 29 seeking/applying for a Compact Privilege whose Primary State of

1 Residence is that Member State, by receiving the results of the  
2 Federal Bureau of Investigation criminal record search, and shall  
3 use the results in making licensure decisions.

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

10 6. Comply with the Rules of the Commission;

11 7. Utilize only a recognized national examination as a  
12 requirement for licensure pursuant to the Rules of the Commission;  
13 and

14 8. Have Continuing Competence/Education requirements as a  
15 condition for license renewal.

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

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

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

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

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

1 License.

2 SECTION 4. COMPACT PRIVILEGE

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

5 1. Hold a license in the Home State;

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

8 3. Have no encumbrance on any State license;

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

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

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

17 7. Pay any applicable fees, including any State fee, for the  
18 Compact Privilege;

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

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

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

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

29 B. The Compact Privilege is valid until the expiration date of



1 the Home State license. The Licensee must comply with the  
2 requirements of Section 4A to maintain the Compact Privilege in the  
3 Remote State.

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

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

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

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

- 22 1. The Home State license is no longer encumbered; and
- 23 2. Two years have elapsed from the date on which the Home  
24 State license is no longer encumbered in accordance with Section  
25 4F(1).

26 G. Once an Encumbered License in the Home State is restored to  
27 good standing, the Licensee must meet the requirements of Section  
28 4A to obtain a Compact Privilege in any Remote State.

29 H. If a Licensee's Compact Privilege in any Remote State is

1 removed, the individual may lose the Compact Privilege in any other  
2 Remote State until the following occur:

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

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

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

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

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

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

16 SECTION 5: OBTAINING A NEW HOME STATE LICENSE BY VIRTUE OF COMPACT  
17 PRIVILEGE

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

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

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

29 2. Upon receipt of an application for obtaining a new Home

1 State license by virtue of compact privilege, the new Home State  
2 shall verify that the Occupational Therapist or Occupational  
3 Therapy Assistant meets the pertinent criteria outlined in Section  
4 4 via the Data System, without need for primary source verification  
5 except for:

6 a. An FBI fingerprint based criminal background check if not  
7 previously performed or updated pursuant to applicable Rules  
8 adopted by the Commission in accordance with Public Law 92-544;

9 b. Other criminal background check as required by the new Home  
10 State; and

11 c. Submission of any requisite Jurisprudence Requirements of  
12 the new Home State.

13 3. The former Home State shall convert the former Home State  
14 license into a Compact Privilege once the new Home State has  
15 activated the new Home State license in accordance with applicable  
16 Rules adopted by the Commission.

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

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

24 C. If an Occupational Therapist or Occupational Therapy  
25 Assistant changes Primary State of Residence by moving from a  
26 Member State to a non-Member State, or from a non-Member State to a  
27 Member State, the State criteria shall apply for issuance of a  
28 Single-State License in the new State.

29 D. Nothing in this Compact shall interfere with a Licensee's

1 ability to hold a Single-State License in multiple States; however,  
2 for the purposes of this Compact, a Licensee shall have only one  
3 Home State license.

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

7 SECTION 6. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

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

15 SECTION 7. ADVERSE ACTIONS

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

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

22 1. Take Adverse Action against an Occupational Therapist's or  
23 Occupational Therapy Assistant's Compact Privilege within that  
24 Member State.

25 2. Issue subpoenas for both hearings and investigations that  
26 require the attendance and testimony of witnesses as well as the  
27 production of evidence. Subpoenas issued by a Licensing Board in a  
28 Member State for the attendance and testimony of witnesses or the  
29 production of evidence from another Member State shall be enforced

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

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

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

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

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

29 G. Joint Investigations



1 Commission:

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

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

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

11 B. Membership, Voting, and Meetings

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

14 2. The delegate shall be either:

15 a. A current member of the Licensing Board, who is an  
16 Occupational Therapist, Occupational Therapy Assistant, or public  
17 member; or

18 b. An administrator of the Licensing Board.

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

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

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

1 means of communication.

2           6. The Commission shall meet at least once during each  
3 calendar year. Additional meetings shall be held as set forth in  
4 the bylaws.

5           7. The Commission shall establish by Rule a term of office for  
6 delegates.

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

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

9           2. Establish the fiscal year of the Commission;

10          3. Establish bylaws;

11          4. Maintain its financial records in accordance with the  
12 bylaws;

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

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

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

23          8. Purchase and maintain insurance and bonds;

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

26          10. Hire employees, elect or appoint officers, fix  
27 compensation, define duties, grant such individuals appropriate  
28 authority to carry out the purposes of the Compact, and establish  
29 the Commission's personnel policies and programs relating to



1 conflicts of interest, qualifications of personnel, and other  
2 related personnel matters;

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

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

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

14 14. Establish a budget and make expenditures;

15 15. Borrow money;

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

21 17. Provide and receive information from, and cooperate with,  
22 law enforcement agencies;

23 18. Establish and elect an Executive Committee; and

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

28 D. The Executive Committee

29 The Executive Committee shall have the power to act on behalf

1 of the Commission according to the terms of this Compact.

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

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

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

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

9 2. The ex-officio members will be selected by their respective  
10 organizations.

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

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

14 5. The Executive Committee shall have the following Duties and  
15 responsibilities:

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

20 b. Ensure Compact administration services are appropriately  
21 provided, contractual or otherwise;

22 c. Prepare and recommend the budget;

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

24 e. Monitor Compact compliance of Member States and provide  
25 compliance reports to the Commission;

26 f. Establish additional committees as necessary; and

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

28 E. Meetings of the Commission

29 1. All meetings shall be open to the public, and public notice

1 of meetings shall be given in the same manner as required under the  
2 Rulemaking provisions in Section 10.

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

7 a. Non-compliance of a Member State with its obligations under  
8 the Compact;

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

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

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

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

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

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

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

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

29 j. Matters specifically exempted from disclosure by federal or

1 Member State statute.

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

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

15 F. Financing of the Commission

16 1. The Commission shall pay, or provide for the payment of,  
17 the reasonable expenses of its establishment, organization, and  
18 ongoing activities.

19 2. The Commission may accept any and all appropriate revenue  
20 sources, donations, and grants of money, equipment, supplies,  
21 materials, and services.

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

1 upon all Member States.

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

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

13 G. Qualified Immunity, Defense, and Indemnification

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

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

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

9         3. The Commission shall indemnify and hold harmless any  
 10 member, officer, executive director, employee, or representative of  
 11 the Commission for the amount of any settlement or judgment  
 12 obtained against that person arising out of any actual or alleged  
 13 act, error or omission that occurred within the scope of Commission  
 14 employment, duties, or responsibilities, or that such person had a  
 15 reasonable basis for believing occurred within the scope of  
 16 Commission employment, duties, or responsibilities, provided that  
 17 the actual or alleged act, error, or omission did not result from  
 18 the intentional or willful or wanton misconduct 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 Data  
 26 System on all individuals to whom this Compact is applicable  
 27 (utilizing a unique identifier) as required by the Rules of the  
 28 Commission, including:

29                 1. Identifying information;



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

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

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

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



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

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

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

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

- 12           1. At least twenty five (25) persons;
- 13           2. A State or federal governmental subdivision or agency; or
- 14           3. An association or organization having at least twenty five  
15 (25) members.

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

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

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

29           3. All hearings will be recorded. A copy of the recording will

1 be made available on request.

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

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

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

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

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

- 24 1. Meet an imminent threat to public health, safety, or  
25 welfare;
- 26 2. Prevent a loss of Commission or Member State funds;
- 27 3. Meet a deadline for the promulgation of an administrative  
28 Rule that is established by federal law or Rule; or
- 29 4. Protect public health and safety.

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

14           SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

15           A. Oversight

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

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

25           3. The Commission shall be entitled to receive service of  
26 process in any such proceeding, and shall have standing to  
27 intervene in such a proceeding for all purposes. Failure to provide  
28 service of process to the Commission shall render a judgment or  
29 order void as to the Commission, this Compact, or promulgated

1 Rules.

2 B. Default, Technical Assistance, and Termination

3 1. If the Commission determines that a Member State has  
4 defaulted in the performance of its obligations or responsibilities  
5 under this Compact or the 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  
8 curing the default and/or any other action to be taken by the  
9 Commission; and

10 b. Provide remedial training and specific technical assistance  
11 regarding the default.

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

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

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

29 5. The Commission shall not bear any costs related to a State

1 that is found to be in default or that has been terminated from the  
2 Compact, unless agreed upon in writing between the Commission and  
3 the defaulting State.

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

9 C. Dispute Resolution

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

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

16 D. Enforcement

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

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

28 3. The remedies herein shall not be the exclusive remedies of  
29 the Commission. The Commission may pursue any other remedies

1 available under federal or State law.

2 SECTION 12. DATE OF IMPLEMENTATION OF THE INTERSTATE COMMISSION FOR  
3 OCCUPATIONAL THERAPY PRACTICE AND ASSOCIATED RULES, WITHDRAWAL, AND  
4 AMENDMENT

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

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

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

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

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

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

1 Compact.

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

6 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

20 SECTION 14. BINDING EFFECT OF COMPACT AND OTHER LAWS

21 A. A Licensee providing Occupational Therapy in a Remote State  
22 under the Compact Privilege shall function within the laws and  
23 regulations of the Remote State.

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

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

28 D. Any lawful actions of the Commission, including all Rules  
29 and bylaws promulgated by the Commission, are binding upon the

1 Member States.

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

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

9 (2) As used in this article, subsection (1) may be cited as  
10 the "occupational therapy licensure compact".

11 Enacting section 1. This amendatory act does not take effect  
12 unless Senate Bill No.\_\_\_\_ or House Bill No. 4170 (request no.  
13 02088'23) of the 102nd Legislature is enacted into law.