

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 482 Session of 2025

INTRODUCED BY MARKOSEK, BURGOS, FREEMAN, HARKINS, SAPPEY, DONAHUE, GIRAL, SANCHEZ, GUENST, VENKAT, HANBIDGE, HILL-EVANS, KHAN, HOHENSTEIN, DALEY, SHUSTERMAN, DEASY, GREEN, MADDEN AND CEPEDA-FREYTIZ, FEBRUARY 4, 2025

AS REPORTED FROM COMMITTEE ON PROFESSIONAL LICENSURE, HOUSE OF REPRESENTATIVES, AS AMENDED, JUNE 17, 2025

AN ACT

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

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

7 Section 1. Short title.

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

10 Section 2. Authority to execute compact.

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

16 SECTION 1. PURPOSE

17 The purpose of this Compact is to facilitate interstate

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

8 This Compact is designed to achieve the following objectives:

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

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

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

16 D. Support spouses of relocating military members;

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

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

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

24 SECTION 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
30 is licensed by a State to assist in the Practice of Occupational

1 Therapy.

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

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

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

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

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

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

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

29 Y. "Single-State License" means an Occupational Therapist or
30 Occupational Therapy Assistant license issued by a Member State

1 that authorizes practice only within the issuing State and does
2 not include a Compact Privilege in any other Member State.

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

6 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

8 1. License Occupational Therapists and Occupational Therapy
9 Assistants

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

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

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

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

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

1 search, and shall use the results in making licensure decisions.

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

8 6. Comply with the Rules of the Commission;

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

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

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

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

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

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

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

30 SECTION 4. COMPACT PRIVILEGE

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

3 1. Hold a license in the Home State;

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

6 3. Have no encumbrance on any State license;

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

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

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

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

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

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

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

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

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

1 the Remote State.

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

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

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

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

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

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

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

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

30 1. The specific period of time for which the Compact

1 Privilege was removed has ended;

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

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

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

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

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

14 SECTION 5. OBTAINING A NEW HOME STATE LICENSE BY VIRTUE OF
15 COMPACT PRIVILEGE

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

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

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

28 2. Upon receipt of an application for obtaining a new Home
29 State license by virtue of compact privilege, the new Home State
30 shall verify that the Occupational Therapist or Occupational

1 Therapy Assistant meets the pertinent criteria outlined in
2 Section 4 via the Data System, without need for primary source
3 verification except for:

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

7 b. other criminal background check as required by the new
8 Home State; and

9 c. submission of any requisite Jurisprudence Requirements of
10 the new Home State.

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

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

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

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

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

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

4 SECTION 6. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

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

13 SECTION 7. ADVERSE ACTIONS

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

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

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

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

1 before it. The issuing authority shall pay any witness fees,
2 travel expenses, mileage and other fees required by the service
3 statutes of the State in which the witnesses or evidence are
4 located.

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

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

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

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

28 G. Joint Investigations.

29 1. In addition to the authority granted to a Member State by
30 its respective State Occupational Therapy laws and regulations

1 or other applicable State law, any Member State may participate
2 with other Member States in joint investigations of Licensees.

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

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

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

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

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

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

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

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

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

9 B. Membership, Voting, and Meetings

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

12 2. The delegate shall be either:

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

16 b. An administrator of the Licensing Board.

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

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

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

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

1 the bylaws.

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

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

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

7 2. Establish the fiscal year of the Commission;

8 3. Establish bylaws;

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

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

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

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

21 8. Purchase and maintain insurance and bonds;

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

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

30 11. Accept any and all appropriate donations and grants of

1 money, equipment, supplies, materials and services, and receive,
2 utilize and dispose of the same; provided that at all times the
3 Commission shall avoid any appearance of impropriety and/or
4 conflict of interest;

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

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

12 14. Establish a budget and make expenditures;

13 15. Borrow money;

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

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

21 18. Establish and elect an Executive Committee; and

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

26 D. The Executive Committee

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

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

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

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

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

7 2. The ex-officio members will be selected by their
8 respective organizations.

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

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

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

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

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

20 c. Prepare and recommend the budget;

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

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

24 f. Establish additional committees as necessary; and

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

26 E. Meetings of the Commission

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

30 2. The Commission or the Executive Committee or other

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

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

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

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

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

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

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

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

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

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

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

30 3. If a meeting, or portion of a meeting, is closed pursuant

1 to this provision, the Commission's legal counsel or designee
2 shall certify that the meeting may be closed and shall reference
3 each relevant exempting provision.

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

13 F. Financing of the Commission

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

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

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

30 4. The Commission shall not incur obligations of any kind

1 prior to securing the funds adequate to meet the same; nor shall
2 the Commission pledge the credit of any of the Member States,
3 except by and with the authority of the Member State.

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

12 G. Qualified Immunity, Defense, and Indemnification

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

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

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

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

20 SECTION 9. DATA SYSTEM

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

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

30 1. Identifying information;

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

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

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

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

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

26 SECTION 10. RULEMAKING

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

1 B. The Commission shall promulgate reasonable rules in order
2 to effectively and efficiently achieve the purposes of the
3 Compact. Notwithstanding the foregoing, in the event the
4 Commission exercises its rulemaking authority in a manner that
5 is beyond the scope of the purposes of the Compact, or the
6 powers granted hereunder, then such an action by the Commission
7 shall be invalid 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
10 same manner used to adopt the Compact within 4 years of the date
11 of adoption of the Rule, then such Rule shall have no further
12 force 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
16 Rules by the Commission, and at least thirty (30) days in
17 advance of the meeting at which the Rule will be considered and
18 voted upon, the Commission shall file a Notice of Proposed
19 Rulemaking:

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

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

26 F. The Notice of Proposed Rulemaking shall include:

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

29 2. The text of the proposed Rule or amendment and the reason
30 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
4 to the Commission of their intention to attend the public
5 hearing and any written comments.

6 G. Prior to adoption of a proposed Rule, the Commission
7 shall 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
15 five (25) members.

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

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

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

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

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

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

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

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

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

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

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

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

1 4. Protect public health and safety.

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

16 SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

17 A. Oversight

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

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

29 3. The Commission shall be entitled to receive service of
30 process in any such proceeding, and shall have standing to

1 intervene in such a proceeding for all purposes. Failure to
2 provide service of process to the Commission shall render a
3 judgment or order void as to the Commission, this Compact, or
4 promulgated Rules.

5 B. Default, Technical Assistance, and Termination

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

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

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

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

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

29 4. A State that has been terminated is responsible for all
30 assessments, obligations, and liabilities incurred through the

1 effective date of termination, including obligations that extend
2 beyond the effective date of termination.

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

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

13 C. Dispute Resolution

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

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

20 D. Enforcement

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

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

1 is necessary, the prevailing member shall be awarded all costs
2 of such litigation, including reasonable attorney's fees.

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

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

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

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

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

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

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

1 withdrawal.

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

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

11 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

25 SECTION 14. BINDING EFFECT OF COMPACT AND OTHER LAWS

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

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

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

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

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

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

13 Section 3. When and how compact becomes operative.

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

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

1 Section 4. Compensation and expenses of compact administrator.

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

10 Section 5. Effective date.

11 This act shall take effect in ~~60 days~~ 18 MONTHS.

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