

**First Regular Session
Seventy-third General Assembly
STATE OF COLORADO**

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

LLS NO. 21-0967.01 Richard Sweetman x4333

HOUSE BILL 21-1279

HOUSE SPONSORSHIP

Young and Holtorf,

SENATE SPONSORSHIP

Fields,

House Committees

Public & Behavioral Health & Human Services
Finance

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING THE REGULATION OF PRACTITIONERS OF OCCUPATIONAL**
102 **THERAPY, AND, IN CONNECTION THEREWITH, ENACTING**
103 **COLORADO'S MEMBERSHIP IN AN INTERSTATE COMPACT**
104 **CONCERNING THE LIMITED INTERSTATE PRACTICE OF**
105 **OCCUPATIONAL THERAPY AND PROVIDING FOR THE ISSUANCE OF**
106 **PROVISIONAL LICENSES TO CERTAIN QUALIFIED INDIVIDUALS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill enacts the "Occupational Therapy Licensure Interstate

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

Compact" (compact), allowing occupational therapists and occupational therapy assistants who are licensed in any state that is a member of the compact to provide occupational therapy services in other member states.

The director of the division of professions and occupations in the department of regulatory agencies is authorized to issue provisional occupational therapy licenses and provisional occupational therapy assistant licenses to certain qualified individuals and to implement the compact.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add** part 41 to article
3 60 of title 24 as follows:

4 **PART 41**

5 **OCCUPATIONAL THERAPY LICENSURE**

6 **INTERSTATE COMPACT**

7 **24-60-4101. Approved and ratified.** THE GENERAL ASSEMBLY
8 HEREBY APPROVES AND RATIFIES, AND THE GOVERNOR SHALL ENTER INTO,
9 A COMPACT ON BEHALF OF THE STATE OF COLORADO WITH ANY OF THE
10 UNITED STATES OR OTHER JURISDICTIONS LEGALLY JOINING THEREIN IN
11 THE FORM SUBSTANTIALLY AS FOLLOWS:

12 **SECTION 1**

13 **PURPOSE**

14 THE PURPOSE OF THIS COMPACT IS TO FACILITATE INTERSTATE
15 PRACTICE OF OCCUPATIONAL THERAPY WITH THE GOAL OF IMPROVING
16 PUBLIC ACCESS TO OCCUPATIONAL THERAPY SERVICES. THE PRACTICE OF
17 OCCUPATIONAL THERAPY OCCURS IN THE STATE WHERE THE
18 PATIENT/CLIENT IS LOCATED AT THE TIME OF THE PATIENT/CLIENT
19 ENCOUNTER. THE COMPACT PRESERVES THE REGULATORY AUTHORITY OF
20 STATES TO PROTECT PUBLIC HEALTH AND SAFETY THROUGH THE CURRENT
21 SYSTEM OF STATE LICENSURE. THIS COMPACT IS DESIGNED TO ACHIEVE

1 THE FOLLOWING OBJECTIVES:

2 A. INCREASE PUBLIC ACCESS TO OCCUPATIONAL THERAPY
3 SERVICES BY PROVIDING FOR THE MUTUAL RECOGNITION OF OTHER
4 MEMBER STATE LICENSES;

5 B. ENHANCE STATES' ABILITY TO PROTECT THE PUBLIC'S HEALTH
6 AND SAFETY;

7 C. ENCOURAGE THE COOPERATION OF MEMBER STATES IN
8 REGULATING MULTISTATE OCCUPATIONAL THERAPY PRACTICE;

9 D. SUPPORT SPOUSES OF RELOCATING ACTIVE DUTY MILITARY
10 PERSONNEL;

11 E. ENHANCE THE EXCHANGE OF LICENSURE, INVESTIGATIVE, AND
12 DISCIPLINARY INFORMATION BETWEEN MEMBER STATES;

13 F. ALLOW A REMOTE STATE TO HOLD A PROVIDER OF SERVICES
14 WITH A COMPACT PRIVILEGE IN THAT STATE ACCOUNTABLE TO THAT
15 STATE'S PRACTICE STANDARDS; AND

16 G. FACILITATE THE USE OF TELEHEALTH TECHNOLOGY IN ORDER
17 TO INCREASE ACCESS TO OCCUPATIONAL THERAPY SERVICES.

18 **SECTION 2**

19 **DEFINITIONS**

20 AS USED IN THIS COMPACT, AND EXCEPT AS OTHERWISE PROVIDED,
21 THE FOLLOWING DEFINITIONS SHALL APPLY:

22 A. "ACTIVE DUTY MILITARY" MEANS FULL-TIME DUTY STATUS IN
23 THE ACTIVE UNIFORMED SERVICES OF THE UNITED STATES, INCLUDING
24 MEMBERS OF THE NATIONAL GUARD AND RESERVE ON ACTIVE DUTY
25 ORDERS PURSUANT TO 10 U.S.C. CHAPTERS 1209 AND 1211.

26 B. "ADVERSE ACTION" MEANS ANY ADMINISTRATIVE, CIVIL,
27 EQUITABLE, OR CRIMINAL ACTION PERMITTED BY A STATE'S LAWS THAT IS

1 IMPOSED BY A LICENSING BOARD OR OTHER AUTHORITY AGAINST AN
2 OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT,
3 INCLUDING ACTIONS AGAINST AN INDIVIDUAL'S LICENSE OR COMPACT
4 PRIVILEGE SUCH AS CENSURE, REVOCATION, SUSPENSION, PROBATION,
5 MONITORING OF THE LICENSEE, OR RESTRICTION ON THE LICENSEE'S
6 PRACTICE.

7 C. "ALTERNATIVE PROGRAM" MEANS A NONDISCIPLINARY
8 MONITORING PROCESS APPROVED BY AN OCCUPATIONAL THERAPY
9 LICENSING BOARD.

10 D. "COMPACT PRIVILEGE" MEANS THE AUTHORIZATION, WHICH IS
11 EQUIVALENT TO A LICENSE, GRANTED BY A REMOTE STATE TO ALLOW A
12 LICENSEE FROM ANOTHER MEMBER STATE TO PRACTICE AS AN
13 OCCUPATIONAL THERAPIST OR AS AN OCCUPATIONAL THERAPY ASSISTANT
14 IN THE REMOTE STATE UNDER ITS LAWS AND RULES. THE PRACTICE OF
15 OCCUPATIONAL THERAPY OCCURS IN THE MEMBER STATE WHERE THE
16 PATIENT/CLIENT IS LOCATED AT THE TIME OF THE PATIENT/CLIENT
17 ENCOUNTER.

18 E. "CONTINUING COMPETENCE/EDUCATION" MEANS A
19 REQUIREMENT, AS A CONDITION OF LICENSE RENEWAL, TO PROVIDE
20 EVIDENCE OF PARTICIPATION IN, AND/OR COMPLETION OF, EDUCATIONAL
21 AND PROFESSIONAL ACTIVITIES RELEVANT TO A PRACTICE OR AREA OF
22 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

1 REASON TO BELIEVE IS NOT GROUNDLESS AND, IF PROVED TRUE, WOULD
2 INDICATE MORE THAN A MINOR INFRACTION.

3 G. "DATA SYSTEM" MEANS A REPOSITORY OF INFORMATION ABOUT
4 LICENSEES, INCLUDING, BUT NOT LIMITED TO, LICENSE STATUS,
5 INVESTIGATIVE INFORMATION, COMPACT PRIVILEGES, AND ADVERSE
6 ACTIONS.

7 H. "ENCUMBERED LICENSE" MEANS A LICENSE FOR WHICH AN
8 ADVERSE ACTION RESTRICTS THE PRACTICE OF OCCUPATIONAL THERAPY
9 BY THE LICENSEE OR AN ADVERSE ACTION HAS BEEN REPORTED TO THE
10 NATIONAL PRACTITIONERS DATA BANK.

11 I. "EXECUTIVE COMMITTEE" MEANS A GROUP OF DIRECTORS
12 ELECTED OR APPOINTED TO ACT ON BEHALF OF, AND WITHIN THE POWERS
13 GRANTED TO THEM BY, THE COMMISSION.

14 J. "HOME STATE" MEANS THE MEMBER STATE THAT IS THE
15 LICENSEE'S PRIMARY STATE OF RESIDENCE.

16 K. "IMPAIRED PRACTITIONER" MEANS AN INDIVIDUAL WHOSE
17 PROFESSIONAL PRACTICE IS ADVERSELY AFFECTED BY SUBSTANCE ABUSE,
18 ADDICTION, OR OTHER HEALTH-RELATED CONDITIONS.

19 L. "INVESTIGATIVE INFORMATION" MEANS INFORMATION,
20 RECORDS, AND/OR DOCUMENTS RECEIVED OR GENERATED BY AN
21 OCCUPATIONAL THERAPY LICENSING BOARD PURSUANT TO AN
22 INVESTIGATION.

23 M. "JURISPRUDENCE REQUIREMENT" MEANS THE ASSESSMENT OF
24 AN INDIVIDUAL'S KNOWLEDGE OF THE LAWS AND RULES GOVERNING THE
25 PRACTICE OF OCCUPATIONAL THERAPY IN A STATE.

26 N. "LICENSEE" MEANS AN INDIVIDUAL WHO CURRENTLY HOLDS AN
27 AUTHORIZATION FROM THE STATE TO PRACTICE AS AN OCCUPATIONAL

1 THERAPIST OR AN OCCUPATIONAL THERAPY ASSISTANT.

2 O. "MEMBER STATE" MEANS A STATE THAT HAS ENACTED THIS
3 COMPACT.

4 P. "OCCUPATIONAL THERAPIST" MEANS AN INDIVIDUAL WHO IS
5 LICENSED BY THE STATE TO PRACTICE OCCUPATIONAL THERAPY.

6 Q. "OCCUPATIONAL THERAPY ASSISTANT" MEANS AN INDIVIDUAL
7 WHO IS LICENSED BY THE STATE TO PRACTICE OCCUPATIONAL THERAPY
8 UNDER THE SUPERVISION OF, AND IN PARTNERSHIP WITH, AN
9 OCCUPATIONAL THERAPIST.

10 R. "OCCUPATIONAL THERAPY", "OCCUPATIONAL THERAPY
11 PRACTICE", AND THE "PRACTICE OF OCCUPATIONAL THERAPY" MEAN THE
12 CARE AND SERVICES PROVIDED BY AN OCCUPATIONAL THERAPIST OR AN
13 OCCUPATIONAL THERAPY ASSISTANT AS SET FORTH IN THE MEMBER
14 STATE'S STATUTES AND REGULATIONS.

15 S. "OCCUPATIONAL THERAPY COMPACT COMMISSION" OR
16 "COMMISSION" MEANS THE NATIONAL ADMINISTRATIVE BODY WHOSE
17 MEMBERSHIP CONSISTS OF ALL STATES THAT HAVE ENACTED THE
18 COMPACT.

19 T. "OCCUPATIONAL THERAPY LICENSING BOARD" OR "LICENSING
20 BOARD" MEANS THE AGENCY OF A STATE THAT IS AUTHORIZED TO LICENSE
21 AND REGULATE OCCUPATIONAL THERAPISTS AND OCCUPATIONAL THERAPY
22 ASSISTANTS. IN COLORADO, "OCCUPATIONAL THERAPY LICENSING BOARD"
23 OR "LICENSING BOARD" MEANS THE DIRECTOR OF THE DIVISION OF
24 PROFESSIONS AND OCCUPATIONS IN THE DEPARTMENT OF REGULATORY
25 AGENCIES.

26 U. "PRIMARY STATE OF RESIDENCE" MEANS THE STATE (ALSO
27 KNOWN AS THE HOME STATE) IN WHICH AN OCCUPATIONAL THERAPIST OR

1 OCCUPATIONAL THERAPY ASSISTANT WHO IS NOT ACTIVE DUTY MILITARY
2 DECLARES A PRIMARY RESIDENCE FOR LEGAL PURPOSES AS VERIFIED BY A
3 DRIVER'S LICENSE, FEDERAL INCOME TAX RETURN, LEASE, DEED,
4 MORTGAGE, VOTER REGISTRATION, OR OTHER VERIFYING DOCUMENTATION
5 AS MAY BE FURTHER DEFINED BY RULES OF THE COMMISSION.

6 V. "REMOTE STATE" MEANS A MEMBER STATE OTHER THAN THE
7 HOME STATE WHERE A LICENSEE IS EXERCISING OR SEEKING TO EXERCISE
8 THE COMPACT PRIVILEGE.

9 W. "RULE" MEANS A REGULATION PROMULGATED BY THE
10 COMMISSION THAT HAS THE FORCE OF LAW.

11 X. "SINGLE-STATE LICENSE" MEANS AN OCCUPATIONAL THERAPIST
12 OR OCCUPATIONAL THERAPY ASSISTANT LICENSE ISSUED BY A MEMBER
13 STATE THAT AUTHORIZES PRACTICE ONLY WITHIN THE ISSUING STATE AND
14 DOES NOT INCLUDE A PRIVILEGE TO PRACTICE IN ANY OTHER MEMBER
15 STATE.

16 Y. "STATE" MEANS ANY STATE, COMMONWEALTH, DISTRICT, OR
17 TERRITORY OF THE UNITED STATES THAT REGULATES THE PRACTICE OF
18 OCCUPATIONAL THERAPY.

19 Z. "TELEHEALTH" MEANS THE APPLICATION OF
20 TELECOMMUNICATION TECHNOLOGY TO DELIVER OCCUPATIONAL THERAPY
21 SERVICES FOR ASSESSMENT, INTERVENTION, AND/OR CONSULTATION.

22 **SECTION 3**

23 **STATE PARTICIPATION IN THE COMPACT**

- 24 A. TO PARTICIPATE IN THIS COMPACT, A MEMBER STATE SHALL:
- 25 1. LICENSE OCCUPATIONAL THERAPISTS AND OCCUPATIONAL
26 THERAPY ASSISTANTS;
- 27 2. PARTICIPATE FULLY IN THE DATA SYSTEM, INCLUDING BUT NOT

1 LIMITED TO USING THE COMMISSION'S UNIQUE IDENTIFIER AS DEFINED IN
2 RULES OF THE COMMISSION;

3 3. HAVE A MECHANISM IN PLACE FOR RECEIVING AND
4 INVESTIGATING COMPLAINTS ABOUT LICENSEES;

5 4. NOTIFY THE COMMISSION, IN COMPLIANCE WITH THE TERMS OF
6 THIS COMPACT AND RULES, OF ANY ADVERSE ACTION OR THE
7 AVAILABILITY OF INVESTIGATIVE INFORMATION REGARDING A LICENSEE;

8 5. IMPLEMENT OR UTILIZE PROCEDURES FOR CONSIDERING THE
9 CRIMINAL HISTORY RECORDS OF APPLICANTS FOR AN INITIAL COMPACT
10 PRIVILEGE. THESE PROCEDURES SHALL INCLUDE THE REQUIREMENT THAT
11 AN APPLICANT FOR LICENSURE UNDER THE COMPACT MUST HAVE THE
12 APPLICANT'S FINGERPRINTS TAKEN BY A LOCAL LAW ENFORCEMENT
13 AGENCY OR ANY THIRD PARTY APPROVED BY THE COLORADO BUREAU OF
14 INVESTIGATION FOR THE PURPOSE OF OBTAINING A FINGERPRINT-BASED
15 CRIMINAL HISTORY RECORD CHECK. THE APPLICANT SHALL SUBMIT
16 PAYMENT BY CERTIFIED CHECK OR MONEY ORDER FOR THE FINGERPRINTS
17 AND FOR THE ACTUAL COSTS OF THE RECORD CHECK AT THE TIME THE
18 FINGERPRINTS ARE SUBMITTED TO THE COLORADO BUREAU OF
19 INVESTIGATION. UPON RECEIPT OF FINGERPRINTS AND RECEIPT OF THE
20 PAYMENT FOR COSTS, THE COLORADO BUREAU OF INVESTIGATION SHALL
21 CONDUCT A STATE AND NATIONAL FINGERPRINT-BASED CRIMINAL HISTORY
22 RECORD CHECK UTILIZING RECORDS OF THE COLORADO BUREAU OF
23 INVESTIGATION AND THE FEDERAL BUREAU OF INVESTIGATION AND SHALL
24 FORWARD THE RESULTS OF THE CRIMINAL HISTORY RECORD CHECK TO THE
25 LICENSING BOARD. THE LICENSING BOARD SHALL USE THE INFORMATION
26 RESULTING FROM THE FINGERPRINT-BASED CRIMINAL HISTORY RECORD
27 CHECK TO INVESTIGATE AND DETERMINE WHETHER AN APPLICANT IS

1 QUALIFIED TO HOLD A LICENSE PURSUANT TO THE COMPACT. THE
2 LICENSING BOARD MAY VERIFY THE INFORMATION AN APPLICANT IS
3 REQUIRED TO SUBMIT. THE RESULTS OF THE CRIMINAL HISTORY RECORD
4 CHECK ARE CONFIDENTIAL. THE LICENSING BOARD SHALL NOT RELEASE
5 THE RESULTS TO THE PUBLIC, THE COMMISSION, OR ANY OTHER
6 REGULATOR, AS THAT TERM IS DEFINED IN SECTION 12-20-102 (14).

7 a. A MEMBER STATE MUST FULLY IMPLEMENT A CRIMINAL
8 BACKGROUND CHECK REQUIREMENT WITHIN A TIME FRAME ESTABLISHED
9 BY RULE.

10 b. COMMUNICATION BETWEEN A MEMBER STATE, THE
11 COMMISSION, AND AMONG MEMBER STATES REGARDING THE
12 VERIFICATION OF ELIGIBILITY FOR LICENSURE THROUGH THIS COMPACT
13 SHALL NOT INCLUDE ANY INFORMATION RECEIVED FROM THE FEDERAL
14 BUREAU OF INVESTIGATION RELATING TO A FEDERAL CRIMINAL RECORDS
15 CHECK PERFORMED BY A MEMBER STATE UNDER PUB.L. 92-544.

16 6. COMPLY WITH THE RULES OF THE COMMISSION;

17 7. UTILIZE ONLY A RECOGNIZED NATIONAL EXAMINATION AS A
18 REQUIREMENT FOR LICENSURE PURSUANT TO THE RULES OF THE
19 COMMISSION; AND

20 8. HAVE CONTINUING COMPETENCE/EDUCATION REQUIREMENTS AS
21 A CONDITION FOR LICENSE RENEWAL.

22 B. A MEMBER STATE SHALL GRANT THE COMPACT PRIVILEGE TO
23 A LICENSEE HOLDING A VALID UNENCUMBERED LICENSE IN ANOTHER
24 MEMBER STATE IN ACCORDANCE WITH THE TERMS OF THIS COMPACT AND
25 RULES.

26 C. MEMBER STATES MAY CHARGE A FEE FOR GRANTING A
27 COMPACT PRIVILEGE.

1 D. A MEMBER STATE SHALL PROVIDE FOR THE STATE'S DELEGATE
2 TO ATTEND ALL COMMISSION MEETINGS.

3 E. INDIVIDUALS NOT RESIDING IN A MEMBER STATE SHALL
4 CONTINUE TO BE ABLE TO APPLY FOR A MEMBER STATE'S SINGLE-STATE
5 LICENSE AS PROVIDED UNDER THE LAWS OF EACH MEMBER STATE.
6 HOWEVER, THE SINGLE-STATE LICENSE GRANTED TO THESE INDIVIDUALS
7 SHALL NOT BE RECOGNIZED AS GRANTING THE COMPACT PRIVILEGE IN ANY
8 OTHER MEMBER STATE.

9 F. NOTHING IN THIS COMPACT AFFECTS THE REQUIREMENTS
10 ESTABLISHED BY A MEMBER STATE FOR THE ISSUANCE OF A SINGLE-STATE
11 LICENSE.

12 **SECTION 4**
13 **COMPACT PRIVILEGE**

14 A. TO EXERCISE THE COMPACT PRIVILEGE UNDER THE TERMS AND
15 PROVISIONS OF THIS COMPACT, A LICENSEE SHALL:

- 16 1. HOLD A LICENSE IN THE HOME STATE;
- 17 2. HAVE A VALID UNITED STATES SOCIAL SECURITY NUMBER OR
18 NATIONAL PRACTITIONER IDENTIFICATION NUMBER;
- 19 3. HAVE NO ENCUMBRANCE ON ANY STATE LICENSE;
- 20 4. BE ELIGIBLE FOR A COMPACT PRIVILEGE IN ANY MEMBER STATE
21 IN ACCORDANCE WITH SECTIONS 4 (D), 4 (F), 4 (G), AND 4 (H);
- 22 5. HAVE PAID ALL FINES AND COMPLETED ALL REQUIREMENTS
23 RESULTING FROM ANY ADVERSE ACTION AGAINST ANY LICENSE OR
24 COMPACT PRIVILEGE, AND TWO YEARS HAVE ELAPSED FROM THE DATE OF
25 SUCH COMPLETION;
- 26 6. NOTIFY THE COMMISSION THAT THE LICENSEE IS SEEKING THE
27 COMPACT PRIVILEGE IN ONE OR MORE REMOTE STATES;

1 7. PAY ANY APPLICABLE FEES, INCLUDING ANY STATE FEE, FOR THE
2 COMPACT PRIVILEGE;

3 8. COMPLETE A CRIMINAL BACKGROUND CHECK IN ACCORDANCE
4 WITH SECTION 3 (A)(5).

5 a. THE LICENSEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ANY
6 FEE ASSOCIATED WITH THE COMPLETION OF A CRIMINAL BACKGROUND
7 CHECK.

8 9. MEET ANY JURISPRUDENCE REQUIREMENTS ESTABLISHED BY
9 THE REMOTE STATE(S) IN WHICH THE LICENSEE IS SEEKING A COMPACT
10 PRIVILEGE; AND

11 10. REPORT TO THE COMMISSION ANY ADVERSE ACTION TAKEN BY
12 ANY NONMEMBER STATE WITHIN THIRTY (30) DAYS AFTER THE DATE THE
13 ADVERSE ACTION IS TAKEN.

14 B. THE COMPACT PRIVILEGE IS VALID UNTIL THE EXPIRATION DATE
15 OF THE HOME STATE LICENSE. THE LICENSEE MUST COMPLY WITH THE
16 REQUIREMENTS OF SECTION 4 (A) TO MAINTAIN THE COMPACT PRIVILEGE
17 IN THE REMOTE STATE.

18 C. A LICENSEE PROVIDING OCCUPATIONAL THERAPY IN A REMOTE
19 STATE UNDER THE COMPACT PRIVILEGE SHALL FUNCTION WITHIN THE
20 LAWS AND REGULATIONS OF THE REMOTE STATE.

21 D. AN OCCUPATIONAL THERAPY ASSISTANT PRACTICING IN A
22 REMOTE STATE SHALL BE SUPERVISED BY AN OCCUPATIONAL THERAPIST
23 LICENSED OR HOLDING A COMPACT PRIVILEGE IN THAT REMOTE STATE.

24 E. A LICENSEE PROVIDING OCCUPATIONAL THERAPY IN A REMOTE
25 STATE IS SUBJECT TO THAT STATE'S REGULATORY AUTHORITY. A REMOTE
26 STATE MAY, IN ACCORDANCE WITH DUE PROCESS AND THAT STATE'S LAWS,
27 REMOVE A LICENSEE'S COMPACT PRIVILEGE IN THE REMOTE STATE FOR A

1 SPECIFIC PERIOD OF TIME, IMPOSE FINES, AND/OR TAKE ANY OTHER
2 NECESSARY ACTIONS TO PROTECT THE HEALTH AND SAFETY OF ITS
3 CITIZENS. THE LICENSEE MAY BE INELIGIBLE FOR A COMPACT PRIVILEGE
4 IN ANY STATE UNTIL THE SPECIFIC TIME FOR REMOVAL HAS PASSED AND
5 ALL FINES ARE PAID.

6 F. IF A LICENSEE'S HOME STATE LICENSE IS ENCUMBERED, THE
7 LICENSEE SHALL LOSE THE COMPACT PRIVILEGE IN ANY REMOTE STATE
8 UNTIL THE FOLLOWING OCCUR:

- 9 1. THE HOME STATE LICENSE IS NO LONGER ENCUMBERED; AND
- 10 2. TWO YEARS HAVE ELAPSED FROM THE DATE ON WHICH THE
11 HOME STATE LICENSE IS NO LONGER ENCUMBERED IN ACCORDANCE WITH
12 SECTION 4 (F)(1).

13 G. AFTER AN ENCUMBERED LICENSE IN THE HOME STATE IS
14 RESTORED TO GOOD STANDING, THE LICENSEE MUST MEET THE
15 REQUIREMENTS OF SECTION 4 (A) TO OBTAIN A COMPACT PRIVILEGE IN
16 ANY REMOTE STATE.

17 H. IF A LICENSEE'S COMPACT PRIVILEGE IN ANY REMOTE STATE IS
18 REMOVED, THE INDIVIDUAL MAY LOSE THE COMPACT PRIVILEGE IN ANY
19 OTHER REMOTE STATE UNTIL THE FOLLOWING OCCUR:

- 20 1. THE SPECIFIC PERIOD OF TIME FOR WHICH THE COMPACT
21 PRIVILEGE WAS REMOVED HAS ENDED;
- 22 2. ALL FINES HAVE BEEN PAID AND ALL CONDITIONS HAVE BEEN
23 MET;
- 24 3. TWO YEARS HAVE ELAPSED FROM THE DATE OF COMPLETING
25 REQUIREMENTS FOR SECTIONS 4 (H)(1) AND 4 (H)(2); AND
- 26 4. THE COMPACT PRIVILEGES ARE REINSTATED BY THE
27 COMMISSION, AND THE DATA SYSTEM IS UPDATED TO REFLECT

1 REINSTATEMENT.

2 I. IF A LICENSEE'S COMPACT PRIVILEGE IN ANY REMOTE STATE IS
3 REMOVED DUE TO AN ERRONEOUS CHARGE, PRIVILEGES SHALL BE
4 RESTORED THROUGH THE DATA SYSTEM.

5 J. ONCE THE REQUIREMENTS OF SECTION 4 (H) HAVE BEEN MET,
6 THE LICENSE MUST MEET THE REQUIREMENTS IN SECTION 4 (A) TO OBTAIN
7 A COMPACT PRIVILEGE IN A REMOTE STATE.

8 SECTION 5

9 OBTAINING A NEW HOME STATE LICENSE BY VIRTUE OF 10 COMPACT PRIVILEGE

11 A. AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY
12 ASSISTANT MAY HOLD A HOME STATE LICENSE, WHICH ALLOWS FOR
13 COMPACT PRIVILEGES IN MEMBER STATES, IN ONLY ONE MEMBER STATE
14 AT A TIME.

15 B. IF AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY
16 ASSISTANT CHANGES PRIMARY STATE OF RESIDENCE BY MOVING BETWEEN
17 TWO MEMBER STATES:

18 1. THE OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY
19 ASSISTANT SHALL FILE AN APPLICATION FOR OBTAINING A NEW HOME
20 STATE LICENSE BY VIRTUE OF A COMPACT PRIVILEGE, PAY ALL APPLICABLE
21 FEES, AND NOTIFY THE CURRENT AND NEW HOME STATE IN ACCORDANCE
22 WITH APPLICABLE RULES ADOPTED BY THE COMMISSION.

23 2. UPON RECEIPT OF AN APPLICATION FOR OBTAINING A NEW HOME
24 STATE LICENSE BY VIRTUE OF A COMPACT PRIVILEGE, THE NEW HOME
25 STATE SHALL VERIFY THAT THE OCCUPATIONAL THERAPIST OR
26 OCCUPATIONAL THERAPY ASSISTANT MEETS THE PERTINENT CRITERIA
27 OUTLINED IN SECTION 4 VIA THE DATA SYSTEM, WITHOUT NEED FOR

1 PRIMARY SOURCE VERIFICATION EXCEPT FOR:

2 a. A FEDERAL BUREAU OF INVESTIGATION FINGERPRINT-BASED
3 CRIMINAL BACKGROUND CHECK IF ONE HAS NOT BEEN PREVIOUSLY
4 PERFORMED OR UPDATED PURSUANT TO APPLICABLE RULES ADOPTED BY
5 THE COMMISSION IN ACCORDANCE WITH PUB.L. 92-544;

6 b. OTHER CRIMINAL BACKGROUND CHECKS AS REQUIRED BY THE
7 NEW HOME STATE; AND

8 c. SUBMISSION OF ANY REQUISITE JURISPRUDENCE REQUIREMENTS
9 OF THE NEW HOME STATE.

10 3. THE FORMER HOME STATE SHALL CONVERT THE FORMER HOME
11 STATE LICENSE INTO A COMPACT PRIVILEGE ONCE THE NEW HOME STATE
12 HAS ACTIVATED THE NEW HOME STATE LICENSE IN ACCORDANCE WITH
13 APPLICABLE RULES ADOPTED BY THE COMMISSION.

14 4. NOTWITHSTANDING ANY OTHER PROVISION OF THIS COMPACT,
15 IF THE OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT
16 CANNOT MEET THE CRITERIA IN SECTION 4, THE NEW HOME STATE SHALL
17 APPLY ITS REQUIREMENTS FOR ISSUING A NEW SINGLE-STATE LICENSE.

18 5. THE OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY
19 ASSISTANT SHALL PAY ALL APPLICABLE FEES TO THE NEW HOME STATE IN
20 ORDER TO BE ISSUED A NEW HOME STATE LICENSE.

21 C. IF AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY
22 ASSISTANT CHANGES PRIMARY STATE OF RESIDENCE BY MOVING FROM A
23 MEMBER STATE TO A NONMEMBER STATE, OR FROM A NONMEMBER STATE
24 TO A MEMBER STATE, THE STATE CRITERIA SHALL APPLY FOR ISSUANCE OF
25 A SINGLE-STATE LICENSE IN THE NEW STATE.

26 D. NOTHING IN THIS COMPACT SHALL INTERFERE WITH A
27 LICENSEE'S ABILITY TO HOLD A SINGLE-STATE LICENSE IN MULTIPLE

1 STATES; HOWEVER, FOR THE PURPOSES OF THIS COMPACT, A LICENSEE
2 SHALL HAVE ONLY ONE HOME STATE LICENSE.

3 E. NOTHING IN THIS COMPACT SHALL AFFECT THE REQUIREMENTS
4 ESTABLISHED BY A MEMBER STATE FOR THE ISSUANCE OF A SINGLE-STATE
5 LICENSE.

6 **SECTION 6**
7 **ACTIVE DUTY MILITARY PERSONNEL**
8 **OR THEIR SPOUSES**

9 ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES SHALL DESIGNATE
10 A HOME STATE WHERE THE INDIVIDUAL HAS A CURRENT LICENSE IN GOOD
11 STANDING. THE INDIVIDUAL MAY RETAIN THE HOME STATE DESIGNATION
12 DURING THE PERIOD THE SERVICE MEMBER IS ON ACTIVE DUTY.
13 SUBSEQUENT TO DESIGNATING A HOME STATE, THE INDIVIDUAL SHALL
14 CHANGE THE INDIVIDUAL'S HOME STATE ONLY THROUGH APPLICATION FOR
15 LICENSURE IN THE NEW STATE OR THROUGH THE PROCESS DESCRIBED IN
16 SECTION 5.

17 **SECTION 7**
18 **ADVERSE ACTIONS**

19 A. A HOME STATE SHALL HAVE EXCLUSIVE POWER TO IMPOSE AN
20 ADVERSE ACTION AGAINST AN OCCUPATIONAL THERAPIST'S OR
21 OCCUPATIONAL THERAPY ASSISTANT'S LICENSE ISSUED BY THE HOME
22 STATE.

23 B. IN ADDITION TO THE OTHER POWERS CONFERRED BY STATE LAW,
24 A REMOTE STATE HAS THE AUTHORITY, IN ACCORDANCE WITH EXISTING
25 STATE DUE PROCESS LAW, TO:

26 1. TAKE AN ADVERSE ACTION AGAINST AN OCCUPATIONAL
27 THERAPIST'S OR OCCUPATIONAL THERAPY ASSISTANT'S COMPACT

1 PRIVILEGE WITHIN THAT MEMBER STATE; AND

2 2. ISSUE SUBPOENAS FOR HEARINGS AND INVESTIGATIONS THAT
3 REQUIRE THE ATTENDANCE AND TESTIMONY OF WITNESSES AS WELL AS
4 THE PRODUCTION OF EVIDENCE. SUBPOENAS ISSUED BY A LICENSING
5 BOARD IN A MEMBER STATE FOR THE ATTENDANCE AND TESTIMONY OF
6 WITNESSES OR THE PRODUCTION OF EVIDENCE FROM ANOTHER MEMBER
7 STATE SHALL BE ENFORCED IN THE LATTER STATE BY ANY COURT OF
8 COMPETENT JURISDICTION ACCORDING TO THE PRACTICE AND PROCEDURE
9 OF THAT COURT APPLICABLE TO SUBPOENAS ISSUED IN PROCEEDINGS
10 PENDING BEFORE IT. THE ISSUING AUTHORITY SHALL PAY ANY WITNESS
11 FEES, TRAVEL EXPENSES, MILEAGE, AND OTHER FEES REQUIRED BY THE
12 SERVICE STATUTES OF THE STATE IN WHICH THE WITNESSES OR EVIDENCE
13 IS LOCATED.

14 C. FOR PURPOSES OF TAKING ADVERSE ACTION, THE HOME STATE
15 SHALL GIVE THE SAME PRIORITY AND EFFECT TO REPORTED CONDUCT
16 RECEIVED FROM A MEMBER STATE AS IT WOULD IF THE CONDUCT HAD
17 OCCURRED WITHIN THE HOME STATE. IN SO DOING, THE HOME STATE
18 SHALL APPLY ITS OWN STATE LAWS TO DETERMINE APPROPRIATE ACTION.

19 D. THE HOME STATE SHALL COMPLETE ANY PENDING
20 INVESTIGATIONS OF AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL
21 THERAPY ASSISTANT WHO CHANGES PRIMARY STATE OF RESIDENCE
22 DURING THE COURSE OF THE INVESTIGATIONS. THE HOME STATE WHERE
23 THE INVESTIGATIONS WERE INITIATED SHALL ALSO HAVE THE AUTHORITY
24 TO TAKE APPROPRIATE ACTION(S) AND SHALL PROMPTLY REPORT THE
25 CONCLUSIONS OF THE INVESTIGATIONS TO THE DATA SYSTEM. THE DATA
26 SYSTEM ADMINISTRATOR SHALL PROMPTLY NOTIFY THE NEW HOME STATE
27 OF ANY ADVERSE ACTIONS.

1 E. A MEMBER STATE, IF OTHERWISE PERMITTED BY STATE LAW,
2 MAY RECOVER FROM THE AFFECTED OCCUPATIONAL THERAPIST OR
3 OCCUPATIONAL THERAPY ASSISTANT THE COSTS OF INVESTIGATIONS AND
4 DISPOSITION OF CASES RESULTING FROM ANY ADVERSE ACTION TAKEN
5 AGAINST THAT OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY
6 ASSISTANT.

7 F. A MEMBER STATE MAY TAKE ADVERSE ACTION BASED ON THE
8 FACTUAL FINDINGS OF THE REMOTE STATE, PROVIDED THAT THE MEMBER
9 STATE FOLLOWS ITS OWN PROCEDURES FOR TAKING THE ADVERSE ACTION.

10 G. JOINT INVESTIGATIONS.

11 1. IN ADDITION TO THE AUTHORITY GRANTED TO A MEMBER STATE
12 BY ITS RESPECTIVE STATE OCCUPATIONAL THERAPY LAWS AND
13 REGULATIONS OR OTHER APPLICABLE STATE LAW, ANY MEMBER STATE
14 MAY PARTICIPATE WITH OTHER MEMBER STATES IN JOINT INVESTIGATIONS
15 OF LICENSEES.

16 2. MEMBER STATES SHALL SHARE ANY INVESTIGATIVE,
17 LITIGATION, OR COMPLIANCE MATERIALS IN FURTHERANCE OF ANY JOINT
18 OR INDIVIDUAL INVESTIGATION INITIATED UNDER THIS COMPACT.

19 H. IF AN ADVERSE ACTION IS TAKEN BY THE HOME STATE AGAINST
20 AN OCCUPATIONAL THERAPIST'S OR OCCUPATIONAL THERAPY ASSISTANT'S
21 LICENSE, THE OCCUPATIONAL THERAPIST'S OR OCCUPATIONAL THERAPY
22 ASSISTANT'S COMPACT PRIVILEGE IN ALL OTHER MEMBER STATES SHALL
23 BE DEACTIVATED UNTIL ALL ENCUMBRANCES HAVE BEEN REMOVED FROM
24 THE STATE LICENSE. ALL HOME STATE DISCIPLINARY ORDERS THAT IMPOSE
25 AN ADVERSE ACTION AGAINST AN OCCUPATIONAL THERAPIST'S OR
26 OCCUPATIONAL THERAPY ASSISTANT'S LICENSE SHALL INCLUDE A
27 STATEMENT THAT THE OCCUPATIONAL THERAPIST'S OR OCCUPATIONAL

1 THERAPY ASSISTANT'S COMPACT PRIVILEGE IS DEACTIVATED IN ALL
2 MEMBER STATES DURING THE PENDENCY OF THE ORDER.

3 I. IF A MEMBER STATE TAKES AN ADVERSE ACTION, IT SHALL
4 PROMPTLY NOTIFY THE DATA SYSTEM ADMINISTRATOR. THE DATA SYSTEM
5 ADMINISTRATOR SHALL PROMPTLY NOTIFY THE HOME STATE OF ANY
6 ADVERSE ACTIONS BY REMOTE STATES.

7 J. NOTHING IN THIS COMPACT SHALL OVERRIDE A MEMBER STATE'S
8 DECISION THAT PARTICIPATION IN AN ALTERNATIVE PROGRAM MAY BE
9 USED IN LIEU OF AN ADVERSE ACTION.

10 SECTION 8

11 ESTABLISHMENT OF THE OCCUPATIONAL THERAPY

12 COMPACT COMMISSION

13 A. THE COMPACT MEMBER STATES HEREBY CREATE AND
14 ESTABLISH A JOINT PUBLIC AGENCY KNOWN AS THE OCCUPATIONAL
15 THERAPY COMPACT COMMISSION:

16 1. THE COMMISSION IS AN INSTRUMENTALITY OF THE COMPACT
17 STATES.

18 2. VENUE IS PROPER AND JUDICIAL PROCEEDINGS BY OR AGAINST
19 THE COMMISSION SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN A
20 COURT OF COMPETENT JURISDICTION WHERE THE PRINCIPAL OFFICE OF THE
21 COMMISSION IS LOCATED. THE COMMISSION MAY WAIVE VENUE AND
22 JURISDICTIONAL DEFENSES TO THE EXTENT IT ADOPTS OR CONSENTS TO
23 PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS.

24 3. NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO BE A
25 WAIVER OF SOVEREIGN IMMUNITY.

26 B. MEMBERSHIP, VOTING, AND MEETINGS.

27 1. EACH MEMBER STATE SHALL HAVE AND BE LIMITED TO ONE (1)

- 1 DELEGATE SELECTED BY THAT MEMBER STATE'S LICENSING BOARD.
- 2 2. THE DELEGATE SHALL BE EITHER:
- 3 a. A CURRENT MEMBER OF THE LICENSING BOARD WHO IS AN
- 4 OCCUPATIONAL THERAPIST, OCCUPATIONAL THERAPY ASSISTANT, OR
- 5 PUBLIC MEMBER; OR
- 6 b. AN ADMINISTRATOR OF THE LICENSING BOARD.
- 7 3. ANY DELEGATE MAY BE REMOVED OR SUSPENDED FROM OFFICE
- 8 AS PROVIDED BY THE LAW OF THE STATE FROM WHICH THE DELEGATE IS
- 9 APPOINTED.
- 10 4. THE MEMBER STATE LICENSING BOARD SHALL FILL ANY
- 11 VACANCY OCCURRING IN THE COMMISSION WITHIN NINETY (90) DAYS.
- 12 5. EACH DELEGATE SHALL BE ENTITLED TO ONE (1) VOTE WITH
- 13 REGARD TO THE PROMULGATION OF RULES AND CREATION OF BYLAWS AND
- 14 SHALL OTHERWISE HAVE AN OPPORTUNITY TO PARTICIPATE IN THE
- 15 BUSINESS AND AFFAIRS OF THE COMMISSION. A DELEGATE SHALL VOTE IN
- 16 PERSON OR BY SUCH OTHER MEANS AS PROVIDED IN THE BYLAWS. THE
- 17 BYLAWS MAY PROVIDE FOR DELEGATES' PARTICIPATION IN MEETINGS BY
- 18 TELEPHONE OR OTHER MEANS OF COMMUNICATION.
- 19 6. THE COMMISSION SHALL MEET AT LEAST ONCE DURING EACH
- 20 CALENDAR YEAR. ADDITIONAL MEETINGS SHALL BE HELD AS SET FORTH IN
- 21 THE BYLAWS.
- 22 7. THE COMMISSION SHALL ESTABLISH BY RULE A TERM OF OFFICE
- 23 FOR DELEGATES.
- 24 C. THE COMMISSION SHALL HAVE THE FOLLOWING POWERS AND
- 25 DUTIES:
- 26 1. ESTABLISH A CODE OF ETHICS FOR THE COMMISSION;
- 27 2. ESTABLISH THE FISCAL YEAR OF THE COMMISSION;

- 1 3. ESTABLISH BYLAWS;
- 2 4. MAINTAIN ITS FINANCIAL RECORDS IN ACCORDANCE WITH THE
- 3 BYLAWS;
- 4 5. MEET AND TAKE SUCH ACTIONS AS ARE CONSISTENT WITH THE
- 5 PROVISIONS OF THIS COMPACT AND THE BYLAWS;
- 6 6. PROMULGATE UNIFORM RULES TO FACILITATE AND COORDINATE
- 7 IMPLEMENTATION AND ADMINISTRATION OF THIS COMPACT. THE RULES
- 8 SHALL HAVE THE FORCE AND EFFECT OF LAW AND SHALL BE BINDING IN
- 9 ALL MEMBER STATES;
- 10 7. BRING AND PROSECUTE LEGAL PROCEEDINGS OR ACTIONS IN THE
- 11 NAME OF THE COMMISSION, PROVIDED THAT THE STANDING OF ANY STATE
- 12 OCCUPATIONAL THERAPY LICENSING BOARD TO SUE OR BE SUED UNDER
- 13 APPLICABLE LAW SHALL NOT BE AFFECTED;
- 14 8. PURCHASE AND MAINTAIN INSURANCE AND BONDS;
- 15 9. BORROW, ACCEPT, OR CONTRACT FOR SERVICES OF PERSONNEL,
- 16 INCLUDING, BUT NOT LIMITED TO, EMPLOYEES OF A MEMBER STATE;
- 17 10. HIRE EMPLOYEES, ELECT OR APPOINT OFFICERS, FIX
- 18 COMPENSATION, DEFINE DUTIES, GRANT SUCH INDIVIDUALS APPROPRIATE
- 19 AUTHORITY TO CARRY OUT THE PURPOSES OF THE COMPACT, AND
- 20 ESTABLISH THE COMMISSION'S PERSONNEL POLICIES AND PROGRAMS
- 21 RELATING TO CONFLICTS OF INTEREST, QUALIFICATIONS OF PERSONNEL,
- 22 AND OTHER RELATED PERSONNEL MATTERS;
- 23 11. ACCEPT ANY AND ALL APPROPRIATE DONATIONS AND GRANTS
- 24 OF MONEY, EQUIPMENT, SUPPLIES, MATERIALS, AND SERVICES AND
- 25 RECEIVE, UTILIZE, AND DISPOSE OF THE SAME; PROVIDED THAT AT ALL
- 26 TIMES THE COMMISSION SHALL AVOID ANY APPEARANCE OF IMPROPRIETY
- 27 AND/OR CONFLICT OF INTEREST;

1 12. LEASE, PURCHASE, ACCEPT APPROPRIATE GIFTS OR DONATIONS
2 OF, OR OTHERWISE OWN, HOLD, IMPROVE, OR USE, ANY PROPERTY,
3 WHETHER REAL, PERSONAL, OR MIXED; PROVIDED THAT AT ALL TIMES THE
4 COMMISSION SHALL AVOID ANY APPEARANCE OF IMPROPRIETY;

5 13. SELL, CONVEY, MORTGAGE, PLEDGE, LEASE, EXCHANGE,
6 ABANDON, OR OTHERWISE DISPOSE OF ANY PROPERTY, WHETHER REAL,
7 PERSONAL, OR MIXED;

8 14. ESTABLISH A BUDGET AND MAKE EXPENDITURES;

9 15. BORROW MONEY;

10 16. APPOINT COMMITTEES, INCLUDING STANDING COMMITTEES
11 COMPOSED OF MEMBERS, STATE REGULATORS, STATE LEGISLATORS OR
12 THEIR REPRESENTATIVES, AND CONSUMER REPRESENTATIVES, AND SUCH
13 OTHER INTERESTED PERSONS AS MAY BE DESIGNATED IN THIS COMPACT
14 AND THE BYLAWS;

15 17. PROVIDE AND RECEIVE INFORMATION FROM, AND COOPERATE
16 WITH, LAW ENFORCEMENT AGENCIES;

17 18. ESTABLISH AND ELECT AN EXECUTIVE COMMITTEE; AND

18 19. PERFORM SUCH OTHER FUNCTIONS AS MAY BE NECESSARY OR
19 APPROPRIATE TO ACHIEVE THE PURPOSES OF THIS COMPACT CONSISTENT
20 WITH THE STATE REGULATION OF OCCUPATIONAL THERAPY LICENSURE
21 AND PRACTICE.

22 D. THE EXECUTIVE COMMITTEE.

23 THE EXECUTIVE COMMITTEE SHALL HAVE THE POWER TO ACT ON BEHALF
24 OF THE COMMISSION ACCORDING TO THE TERMS OF THIS COMPACT.

25 1. THE EXECUTIVE COMMITTEE SHALL BE COMPOSED OF NINE
26 MEMBERS:

27 a. SEVEN VOTING MEMBERS WHO ARE ELECTED BY THE

- 1 COMMISSION FROM THE CURRENT MEMBERSHIP OF THE COMMISSION;
- 2 b. ONE EX-OFFICIO, NONVOTING MEMBER FROM A RECOGNIZED
- 3 NATIONAL OCCUPATIONAL THERAPY PROFESSIONAL ASSOCIATION; AND
- 4 c. ONE EX-OFFICIO, NONVOTING MEMBER FROM A RECOGNIZED
- 5 NATIONAL OCCUPATIONAL THERAPY CERTIFICATION ORGANIZATION.
- 6 2. THE EX-OFFICIO MEMBERS WILL BE SELECTED BY THEIR
- 7 RESPECTIVE ORGANIZATIONS.
- 8 3. THE COMMISSION MAY REMOVE ANY MEMBER OF THE
- 9 EXECUTIVE COMMITTEE AS PROVIDED IN BYLAWS.
- 10 4. THE EXECUTIVE COMMITTEE SHALL MEET AT LEAST ANNUALLY.
- 11 5. THE EXECUTIVE COMMITTEE SHALL HAVE THE FOLLOWING
- 12 DUTIES AND RESPONSIBILITIES:
- 13 a. RECOMMEND TO THE ENTIRE COMMISSION CHANGES TO THE
- 14 RULES OR BYLAWS, CHANGES TO THIS COMPACT LEGISLATION, FEES PAID
- 15 BY COMPACT MEMBER STATES SUCH AS ANNUAL DUES, AND ANY
- 16 COMMISSION COMPACT FEE CHARGED TO LICENSEES FOR THE COMPACT
- 17 PRIVILEGE;
- 18 b. ENSURE COMPACT ADMINISTRATION SERVICES ARE
- 19 APPROPRIATELY PROVIDED, CONTRACTUAL OR OTHERWISE;
- 20 c. PREPARE AND RECOMMEND THE BUDGET;
- 21 d. MAINTAIN FINANCIAL RECORDS ON BEHALF OF THE
- 22 COMMISSION;
- 23 e. MONITOR COMPACT COMPLIANCE OF MEMBER STATES AND
- 24 PROVIDE COMPLIANCE REPORTS TO THE COMMISSION;
- 25 f. ESTABLISH ADDITIONAL COMMITTEES AS NECESSARY; AND
- 26 g. PERFORM OTHER DUTIES AS PROVIDED IN RULES OR BYLAWS.
- 27 E. MEETINGS OF THE COMMISSION.

1 1. ALL MEETINGS SHALL BE OPEN TO THE PUBLIC, AND PUBLIC
2 NOTICE OF MEETINGS SHALL BE GIVEN IN THE SAME MANNER AS REQUIRED
3 UNDER THE RULE-MAKING PROVISIONS IN SECTION 10.

4 2. THE COMMISSION OR THE EXECUTIVE COMMITTEE OR OTHER
5 COMMITTEES OF THE COMMISSION MAY CONVENE IN A CLOSED, NONPUBLIC
6 MEETING IF THE COMMISSION OR EXECUTIVE COMMITTEE OR OTHER
7 COMMITTEES OF THE COMMISSION MUST DISCUSS:

8 a. NONCOMPLIANCE OF A MEMBER STATE WITH ITS OBLIGATIONS
9 UNDER THIS COMPACT;

10 b. THE EMPLOYMENT, COMPENSATION, DISCIPLINE, OR OTHER
11 MATTERS, PRACTICES, OR PROCEDURES RELATED TO SPECIFIC EMPLOYEES
12 OR OTHER MATTERS RELATED TO THE COMMISSION'S INTERNAL
13 PERSONNEL PRACTICES AND PROCEDURES;

14 c. CURRENT, THREATENED, OR REASONABLY ANTICIPATED
15 LITIGATION;

16 d. NEGOTIATION OF CONTRACTS FOR THE PURCHASE, LEASE, OR
17 SALE OF GOODS, SERVICES, OR REAL ESTATE;

18 e. ACCUSING ANY PERSON OF A CRIME OR FORMALLY CENSURING
19 ANY PERSON;

20 f. DISCLOSURE OF TRADE SECRETS OR COMMERCIAL OR FINANCIAL
21 INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL;

22 g. DISCLOSURE OF INFORMATION OF A PERSONAL NATURE WHERE
23 DISCLOSURE WOULD CONSTITUTE A CLEARLY UNWARRANTED INVASION OF
24 PERSONAL PRIVACY;

25 h. DISCLOSURE OF INVESTIGATIVE RECORDS COMPILED FOR LAW
26 ENFORCEMENT PURPOSES;

27 i. DISCLOSURE OF INFORMATION RELATED TO ANY INVESTIGATIVE

1 REPORTS PREPARED BY, ON BEHALF OF, OR FOR THE USE OF THE
2 COMMISSION OR OTHER COMMITTEE CHARGED WITH RESPONSIBILITY OF
3 INVESTIGATION OR DETERMINATION OF COMPLIANCE ISSUES PURSUANT TO
4 THE COMPACT; OR

5 j. MATTERS SPECIFICALLY EXEMPTED FROM DISCLOSURE BY
6 FEDERAL OR MEMBER STATE STATUTE.

7 3. IF A MEETING OR PORTION OF A MEETING IS CLOSED PURSUANT
8 TO THIS SECTION 8 (E), THE COMMISSION'S LEGAL COUNSEL OR DESIGNEE
9 SHALL CERTIFY THAT THE MEETING MAY BE CLOSED AND SHALL
10 REFERENCE EACH RELEVANT EXEMPTING PROVISION.

11 4. THE COMMISSION SHALL KEEP MINUTES THAT FULLY AND
12 CLEARLY DESCRIBE ALL MATTERS DISCUSSED IN A MEETING AND SHALL
13 PROVIDE A FULL AND ACCURATE SUMMARY OF ACTIONS TAKEN AND THE
14 REASONS THEREFORE, INCLUDING A DESCRIPTION OF THE VIEWS
15 EXPRESSED. ALL DOCUMENTS CONSIDERED IN CONNECTION WITH AN
16 ACTION SHALL BE IDENTIFIED IN SUCH MINUTES. ALL MINUTES AND
17 DOCUMENTS OF A CLOSED MEETING SHALL REMAIN UNDER SEAL, SUBJECT
18 TO RELEASE BY A MAJORITY VOTE OF THE COMMISSION OR AN ORDER OF
19 A COURT OF COMPETENT JURISDICTION.

20 F. FINANCING OF THE COMMISSION.

21 1. THE COMMISSION SHALL PAY, OR PROVIDE FOR THE PAYMENT
22 OF, THE REASONABLE EXPENSES OF ITS ESTABLISHMENT, ORGANIZATION,
23 AND ONGOING ACTIVITIES.

24 2. THE COMMISSION MAY ACCEPT ANY AND ALL APPROPRIATE
25 REVENUE SOURCES, DONATIONS, AND GRANTS OF MONEY, EQUIPMENT,
26 SUPPLIES, MATERIALS, AND SERVICES.

27 3. THE COMMISSION MAY LEVY ON AND COLLECT AN ANNUAL

1 ASSESSMENT FROM EACH MEMBER STATE OR IMPOSE FEES ON OTHER
2 PARTIES TO COVER THE COST OF THE OPERATIONS AND ACTIVITIES OF THE
3 COMMISSION AND ITS STAFF, WHICH MUST BE IN A TOTAL AMOUNT
4 SUFFICIENT TO COVER ITS ANNUAL BUDGET AS APPROVED BY THE
5 COMMISSION EACH YEAR FOR WHICH REVENUE IS NOT PROVIDED BY OTHER
6 SOURCES. THE AGGREGATE ANNUAL ASSESSMENT AMOUNT SHALL BE
7 ALLOCATED BASED UPON A FORMULA TO BE DETERMINED BY THE
8 COMMISSION, WHICH SHALL PROMULGATE A RULE BINDING UPON ALL
9 MEMBER STATES.

10 4. THE COMMISSION SHALL NOT INCUR OBLIGATIONS OF ANY KIND
11 PRIOR TO SECURING THE FUNDS ADEQUATE TO MEET THE SAME; NOR SHALL
12 THE COMMISSION PLEDGE THE CREDIT OF ANY OF THE MEMBER STATES,
13 EXCEPT BY AND WITH THE AUTHORITY OF THE MEMBER STATE.

14 5. THE COMMISSION SHALL KEEP ACCURATE ACCOUNTS OF ALL
15 RECEIPTS AND DISBURSEMENTS. THE RECEIPTS AND DISBURSEMENTS OF
16 THE COMMISSION SHALL BE SUBJECT TO THE AUDIT AND ACCOUNTING
17 PROCEDURES ESTABLISHED UNDER ITS BYLAWS. HOWEVER, ALL RECEIPTS
18 AND DISBURSEMENTS OF FUNDS HANDLED BY THE COMMISSION SHALL BE
19 AUDITED YEARLY BY A CERTIFIED OR LICENSED PUBLIC ACCOUNTANT, AND
20 THE REPORT OF THE AUDIT SHALL BE INCLUDED IN AND BECOME PART OF
21 THE ANNUAL REPORT OF THE COMMISSION.

22 G. QUALIFIED IMMUNITY, DEFENSE, AND INDEMNIFICATION.

23 1. THE MEMBERS, OFFICERS, EXECUTIVE DIRECTOR, EMPLOYEES,
24 AND REPRESENTATIVES OF THE COMMISSION SHALL BE IMMUNE FROM SUIT
25 AND LIABILITY, EITHER PERSONALLY OR IN THEIR OFFICIAL CAPACITY, FOR
26 ANY CLAIM FOR DAMAGE TO OR LOSS OF PROPERTY OR PERSONAL INJURY
27 OR OTHER CIVIL LIABILITY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR

1 ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED, OR THAT THE
2 PERSON AGAINST WHOM THE CLAIM IS MADE HAD A REASONABLE BASIS
3 FOR BELIEVING OCCURRED WITHIN THE SCOPE OF COMMISSION
4 EMPLOYMENT, DUTIES, OR RESPONSIBILITIES; PROVIDED THAT NOTHING IN
5 THIS SECTION 8 (G)(1) SHALL BE CONSTRUED TO PROTECT ANY SUCH
6 PERSON FROM SUIT AND/OR LIABILITY FOR ANY DAMAGE, LOSS, INJURY, OR
7 LIABILITY CAUSED BY THE INTENTIONAL OR WILLFUL OR WANTON
8 MISCONDUCT OF THAT PERSON.

9 2. THE COMMISSION SHALL DEFEND ANY MEMBER, OFFICER,
10 EXECUTIVE DIRECTOR, EMPLOYEE, OR REPRESENTATIVE OF THE
11 COMMISSION IN ANY CIVIL ACTION SEEKING TO IMPOSE LIABILITY ARISING
12 OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION THAT
13 OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR
14 RESPONSIBILITIES, OR THAT THE PERSON AGAINST WHOM THE CLAIM IS
15 MADE HAD A REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE
16 SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES;
17 PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PROHIBIT THAT
18 PERSON FROM RETAINING COUNSEL; AND PROVIDED FURTHER THAT THE
19 ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION DID NOT RESULT FROM
20 THAT PERSON'S INTENTIONAL OR WILLFUL OR WANTON MISCONDUCT.

21 3. THE COMMISSION SHALL INDEMNIFY AND HOLD HARMLESS ANY
22 MEMBER, OFFICER, EXECUTIVE DIRECTOR, EMPLOYEE, OR REPRESENTATIVE
23 OF THE COMMISSION FOR THE AMOUNT OF ANY SETTLEMENT OR JUDGMENT
24 OBTAINED AGAINST THAT PERSON ARISING OUT OF ANY ACTUAL OR
25 ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED WITHIN THE SCOPE
26 OF COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, OR THAT
27 SUCH PERSON HAD A REASONABLE BASIS FOR BELIEVING OCCURRED

1 WITHIN THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR
2 RESPONSIBILITIES, PROVIDED THAT THE ACTUAL OR ALLEGED ACT, ERROR,
3 OR OMISSION DID NOT RESULT FROM THE INTENTIONAL OR WILLFUL OR
4 WANTON MISCONDUCT OF THAT PERSON.

5 **SECTION 9**

6 **DATA SYSTEM**

7 A. THE COMMISSION SHALL PROVIDE FOR THE DEVELOPMENT,
8 MAINTENANCE, AND UTILIZATION OF A COORDINATED DATABASE AND
9 REPORTING SYSTEM CONTAINING LICENSURE, ADVERSE ACTION, AND
10 INVESTIGATIVE INFORMATION ON ALL LICENSED INDIVIDUALS IN MEMBER
11 STATES.

12 B. A MEMBER STATE SHALL SUBMIT A UNIFORM DATA SET TO THE
13 DATA SYSTEM ON ALL INDIVIDUALS TO WHOM THIS COMPACT IS
14 APPLICABLE (UTILIZING A UNIQUE IDENTIFIER) AS REQUIRED BY THE RULES
15 OF THE COMMISSION, INCLUDING:

- 16 1. IDENTIFYING INFORMATION;
- 17 2. LICENSURE DATA;
- 18 3. ADVERSE ACTIONS AGAINST A LICENSE OR COMPACT PRIVILEGE;
- 19 4. NONCONFIDENTIAL INFORMATION RELATED TO ALTERNATIVE
20 PROGRAM PARTICIPATION;
- 21 5. ANY DENIAL OF APPLICATION FOR LICENSURE AND THE
22 REASON(S) FOR SUCH DENIAL;
- 23 6. OTHER INFORMATION THAT MAY FACILITATE THE
24 ADMINISTRATION OF THIS COMPACT, AS DETERMINED BY THE RULES OF
25 THE COMMISSION; AND
- 26 7. CURRENT SIGNIFICANT INVESTIGATIVE INFORMATION.

27 C. CURRENT SIGNIFICANT INVESTIGATIVE INFORMATION AND

1 OTHER INVESTIGATIVE INFORMATION PERTAINING TO A LICENSEE IN ANY
2 MEMBER STATE WILL BE AVAILABLE ONLY TO OTHER MEMBER STATES.

3 D. THE COMMISSION SHALL PROMPTLY NOTIFY ALL MEMBER
4 STATES OF ANY ADVERSE ACTION TAKEN AGAINST A LICENSEE OR AN
5 INDIVIDUAL APPLYING FOR A LICENSE. ADVERSE ACTION INFORMATION
6 PERTAINING TO A LICENSEE IN ANY MEMBER STATE WILL BE AVAILABLE TO
7 ANY OTHER MEMBER STATE.

8 E. MEMBER STATES CONTRIBUTING INFORMATION TO THE DATA
9 SYSTEM MAY DESIGNATE INFORMATION THAT MAY NOT BE SHARED WITH
10 THE PUBLIC WITHOUT THE EXPRESS PERMISSION OF THE CONTRIBUTING
11 STATE.

12 F. ANY INFORMATION SUBMITTED TO THE DATA SYSTEM THAT IS
13 SUBSEQUENTLY REQUIRED TO BE EXPUNGED BY THE LAWS OF THE MEMBER
14 STATE CONTRIBUTING THE INFORMATION SHALL BE REMOVED FROM THE
15 DATA SYSTEM.

16 **SECTION 10**

17 **RULE-MAKING**

18 A. THE COMMISSION SHALL EXERCISE ITS RULE-MAKING POWERS
19 PURSUANT TO THE CRITERIA SET FORTH IN THIS SECTION AND THE RULES
20 ADOPTED THEREUNDER. RULES AND AMENDMENTS SHALL BECOME
21 BINDING AS OF THE DATE SPECIFIED IN EACH RULE OR AMENDMENT.

22 B. THE COMMISSION SHALL PROMULGATE REASONABLE RULES IN
23 ORDER TO EFFECTIVELY AND EFFICIENTLY ACHIEVE THE PURPOSES OF THE
24 COMPACT. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THE
25 COMMISSION EXERCISES ITS RULE-MAKING AUTHORITY IN A MANNER THAT
26 IS BEYOND THE SCOPE OF THE PURPOSES OF THE COMPACT OR THE POWERS
27 GRANTED HEREUNDER, THEN SUCH ACTION BY THE COMMISSION SHALL BE

1 INVALID AND HAVE NO FORCE AND EFFECT.

2 C. IF A MAJORITY OF THE LEGISLATURES OF THE MEMBER STATES
3 REJECTS A RULE BY ENACTMENT OF A STATUTE OR RESOLUTION IN THE
4 SAME MANNER USED TO ADOPT THE COMPACT WITHIN FOUR (4) YEARS OF
5 THE DATE OF ADOPTION OF THE RULE, THEN THE RULE SHALL HAVE NO
6 FURTHER FORCE AND EFFECT IN ANY MEMBER STATE.

7 D. RULES OR AMENDMENTS TO THE RULES SHALL BE ADOPTED AT
8 A REGULAR OR SPECIAL MEETING OF THE COMMISSION.

9 E. PRIOR TO PROMULGATION AND ADOPTION OF A FINAL RULE OR
10 RULES BY THE COMMISSION, AND AT LEAST THIRTY (30) DAYS IN ADVANCE
11 OF THE MEETING AT WHICH THE RULE WILL BE CONSIDERED AND VOTED
12 UPON, THE COMMISSION SHALL FILE A NOTICE OF PROPOSED RULE-MAKING:

13 1. ON THE WEBSITE OF THE COMMISSION OR OTHER PUBLICLY
14 ACCESSIBLE PLATFORM; AND

15 2. ON THE WEBSITE OF EACH MEMBER STATE'S OCCUPATIONAL
16 THERAPY LICENSING BOARD OR OTHER PUBLICLY ACCESSIBLE PLATFORM
17 OR THE PUBLICATION IN WHICH EACH MEMBER STATE WOULD OTHERWISE
18 PUBLISH PROPOSED RULES.

19 F. THE NOTICE OF PROPOSED RULE-MAKING SHALL INCLUDE:

20 1. THE PROPOSED TIME, DATE, AND LOCATION OF THE MEETING AT
21 WHICH THE RULE WILL BE CONSIDERED AND VOTED UPON;

22 2. THE TEXT OF THE PROPOSED RULE OR AMENDMENT AND THE
23 REASON FOR THE PROPOSED RULE;

24 3. A REQUEST FOR COMMENTS ON THE PROPOSED RULE FROM ANY
25 INTERESTED PERSON; AND

26 4. THE MANNER IN WHICH INTERESTED PERSONS MAY SUBMIT
27 NOTICE TO THE COMMISSION OF THEIR INTENTION TO ATTEND THE PUBLIC

1 HEARING AND ANY WRITTEN COMMENTS.

2 G. PRIOR TO ADOPTION OF A PROPOSED RULE, THE COMMISSION
3 SHALL ALLOW PERSONS TO SUBMIT WRITTEN DATA, FACTS, OPINIONS, AND
4 ARGUMENTS, WHICH SHALL BE MADE AVAILABLE TO THE PUBLIC.

5 H. THE COMMISSION SHALL GRANT AN OPPORTUNITY FOR A PUBLIC
6 HEARING BEFORE IT ADOPTS A RULE OR AMENDMENT IF A HEARING IS
7 REQUESTED BY:

- 8 1. AT LEAST TWENTY-FIVE (25) PERSONS;
- 9 2. A STATE OR FEDERAL GOVERNMENTAL SUBDIVISION OR AGENCY;
- 10 OR
- 11 3. AN ASSOCIATION OR ORGANIZATION HAVING AT LEAST
12 TWENTY-FIVE (25) MEMBERS.

13 I. IF A HEARING IS HELD ON THE PROPOSED RULE OR AMENDMENT,
14 THE COMMISSION SHALL PUBLISH THE PLACE, TIME, AND DATE OF THE
15 SCHEDULED PUBLIC HEARING. IF THE HEARING IS HELD VIA ELECTRONIC
16 MEANS, THE COMMISSION SHALL PUBLISH THE MECHANISM FOR ACCESS TO
17 THE ELECTRONIC HEARING.

18 1. ALL PERSONS WISHING TO BE HEARD AT THE HEARING SHALL
19 NOTIFY THE EXECUTIVE DIRECTOR OF THE COMMISSION OR OTHER
20 DESIGNATED MEMBER IN WRITING OF THEIR DESIRE TO APPEAR AND
21 TESTIFY AT THE HEARING NOT LESS THAN FIVE (5) BUSINESS DAYS BEFORE
22 THE SCHEDULED DATE OF THE HEARING.

23 2. HEARINGS SHALL BE CONDUCTED IN A MANNER PROVIDING EACH
24 PERSON WHO WISHES TO COMMENT A FAIR AND REASONABLE
25 OPPORTUNITY TO COMMENT ORALLY OR IN WRITING.

26 3. ALL HEARINGS WILL BE RECORDED. A COPY OF THE RECORDING
27 WILL BE MADE AVAILABLE ON REQUEST.

1 4. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS REQUIRING
2 A 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
6 OF 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 RULE-MAKING
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 RULE-MAKING PROCEDURES PROVIDED IN THE COMPACT AND
21 IN 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;

1 STANDING AS STATUTORY LAW.

2 2. ALL COURTS SHALL TAKE JUDICIAL NOTICE OF THE COMPACT
3 AND THE RULES IN ANY JUDICIAL OR ADMINISTRATIVE PROCEEDING IN A
4 MEMBER STATE PERTAINING TO THE SUBJECT MATTER OF THIS COMPACT
5 THAT MAY AFFECT THE POWERS, RESPONSIBILITIES, OR ACTIONS OF THE
6 COMMISSION.

7 3. THE COMMISSION SHALL BE ENTITLED TO RECEIVE SERVICE OF
8 PROCESS IN ANY SUCH PROCEEDING AND SHALL HAVE STANDING TO
9 INTERVENE IN SUCH A PROCEEDING FOR ALL PURPOSES. FAILURE TO
10 PROVIDE SERVICE OF PROCESS TO THE COMMISSION SHALL RENDER A
11 JUDGMENT OR ORDER VOID AS TO THE COMMISSION, THIS COMPACT, OR
12 PROMULGATED RULES.

13 B. DEFAULT, TECHNICAL ASSISTANCE, AND TERMINATION.

14 1. IF THE COMMISSION DETERMINES THAT A MEMBER STATE HAS
15 DEFAULTED IN THE PERFORMANCE OF ITS OBLIGATIONS OR
16 RESPONSIBILITIES UNDER THIS COMPACT OR THE PROMULGATED RULES,
17 THE COMMISSION SHALL:

18 a. PROVIDE WRITTEN NOTICE TO THE DEFAULTING STATE AND
19 OTHER MEMBER STATES OF THE NATURE OF THE DEFAULT, THE PROPOSED
20 MEANS OF CURING THE DEFAULT, AND/OR ANY OTHER ACTION TO BE
21 TAKEN BY THE COMMISSION; AND

22 b. PROVIDE REMEDIAL TRAINING AND SPECIFIC TECHNICAL
23 ASSISTANCE REGARDING THE DEFAULT.

24 2. IF A STATE IN DEFAULT FAILS TO CURE THE DEFAULT, THE
25 DEFAULTING STATE MAY BE TERMINATED FROM THE COMPACT UPON AN
26 AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBER STATES, AND ALL
27 RIGHTS, PRIVILEGES, AND BENEFITS CONFERRED BY THIS COMPACT MAY BE

1 TERMINATED ON THE EFFECTIVE DATE OF TERMINATION. A CURE OF THE
2 DEFAULT DOES NOT RELIEVE THE OFFENDING STATE OF OBLIGATIONS OR
3 LIABILITIES INCURRED DURING THE PERIOD OF DEFAULT.

4 3. TERMINATION OF MEMBERSHIP IN THE COMPACT SHALL BE
5 IMPOSED ONLY AFTER ALL OTHER MEANS OF SECURING COMPLIANCE HAVE
6 BEEN EXHAUSTED. NOTICE OF INTENT TO SUSPEND OR TERMINATE SHALL
7 BE GIVEN BY THE COMMISSION TO THE GOVERNOR, THE MAJORITY AND
8 MINORITY LEADERS OF THE DEFAULTING STATE'S LEGISLATURE, AND EACH
9 OF THE MEMBER STATES.

10 4. A STATE THAT HAS BEEN TERMINATED IS RESPONSIBLE FOR ALL
11 ASSESSMENTS, OBLIGATIONS, AND LIABILITIES INCURRED THROUGH THE
12 EFFECTIVE DATE OF TERMINATION, INCLUDING OBLIGATIONS THAT EXTEND
13 BEYOND THE EFFECTIVE DATE OF TERMINATION.

14 5. THE COMMISSION SHALL NOT BEAR ANY COSTS RELATED TO A
15 STATE THAT IS FOUND TO BE IN DEFAULT OR THAT HAS BEEN TERMINATED
16 FROM THE COMPACT, UNLESS AGREED UPON IN WRITING BETWEEN THE
17 COMMISSION AND THE DEFAULTING STATE.

18 6. THE DEFAULTING STATE MAY APPEAL THE ACTION OF THE
19 COMMISSION BY PETITIONING THE UNITED STATES DISTRICT COURT FOR
20 THE DISTRICT OF COLUMBIA OR THE FEDERAL DISTRICT WHERE THE
21 COMMISSION HAS ITS PRINCIPAL OFFICES. THE PREVAILING MEMBER SHALL
22 BE AWARDED ALL COSTS OF SUCH LITIGATION, INCLUDING REASONABLE
23 ATTORNEY FEES.

24 C. DISPUTE RESOLUTION.

25 1. UPON REQUEST BY A MEMBER STATE, THE COMMISSION SHALL
26 ATTEMPT TO RESOLVE DISPUTES RELATED TO THE COMPACT THAT ARISE
27 AMONG MEMBER STATES AND BETWEEN MEMBER AND NONMEMBER

1 STATES.

2 2. THE COMMISSION SHALL PROMULGATE A RULE PROVIDING FOR
3 BOTH MEDIATION AND BINDING DISPUTE RESOLUTION FOR DISPUTES AS
4 APPROPRIATE.

5 D. ENFORCEMENT.

6 1. THE COMMISSION, IN THE REASONABLE EXERCISE OF ITS
7 DISCRETION, SHALL ENFORCE THE PROVISIONS AND RULES OF THIS
8 COMPACT.

9 2. BY MAJORITY VOTE, THE COMMISSION MAY INITIATE LEGAL
10 ACTION IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
11 COLUMBIA OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS
12 PRINCIPAL OFFICES AGAINST A MEMBER STATE IN DEFAULT TO ENFORCE
13 COMPLIANCE WITH THE PROVISIONS OF THE COMPACT AND ITS
14 PROMULGATED RULES AND BYLAWS. THE RELIEF SOUGHT MAY INCLUDE
15 BOTH INJUNCTIVE RELIEF AND DAMAGES. IN THE EVENT JUDICIAL
16 ENFORCEMENT IS NECESSARY, THE PREVAILING MEMBER SHALL BE
17 AWARDED ALL COSTS OF SUCH LITIGATION, INCLUDING REASONABLE
18 ATTORNEY FEES.

19 3. THE REMEDIES HEREIN SHALL NOT BE THE EXCLUSIVE REMEDIES
20 OF THE COMMISSION. THE COMMISSION MAY PURSUE ANY OTHER
21 REMEDIES AVAILABLE UNDER FEDERAL OR STATE LAW.

22 **SECTION 12**

23 **DATE OF IMPLEMENTATION OF THE INTERSTATE**
24 **COMMISSION FOR OCCUPATIONAL THERAPY PRACTICE**
25 **AND ASSOCIATED RULES, WITHDRAWAL, AND**
26 **AMENDMENT**

27 A. THE COMPACT SHALL COME INTO EFFECT ON THE DATE ON

1 WHICH THE COMPACT STATUTE IS ENACTED INTO LAW IN THE TENTH
2 MEMBER STATE. THE PROVISIONS, WHICH BECOME EFFECTIVE AT THAT
3 TIME, SHALL BE LIMITED TO THE POWERS GRANTED TO THE COMMISSION
4 RELATING TO ASSEMBLY AND THE PROMULGATION OF RULES.
5 THEREAFTER, THE COMMISSION SHALL MEET AND EXERCISE RULE-MAKING
6 POWERS NECESSARY TO THE IMPLEMENTATION AND ADMINISTRATION OF
7 THE COMPACT.

8 B. ANY STATE THAT JOINS THE COMPACT SUBSEQUENT TO THE
9 COMMISSION'S INITIAL ADOPTION OF THE RULES SHALL BE SUBJECT TO THE
10 RULES AS THEY EXIST ON THE DATE ON WHICH THE COMPACT BECOMES
11 LAW IN THAT STATE. ANY RULE THAT HAS BEEN PREVIOUSLY ADOPTED BY
12 THE COMMISSION SHALL HAVE THE FULL FORCE AND EFFECT OF LAW ON
13 THE DAY THE COMPACT BECOMES LAW IN THAT STATE.

14 C. ANY MEMBER STATE MAY WITHDRAW FROM THIS COMPACT BY
15 ENACTING A STATUTE REPEALING THE SAME.

16 1. A MEMBER STATE'S WITHDRAWAL SHALL NOT TAKE EFFECT
17 UNTIL SIX (6) MONTHS AFTER ENACTMENT OF THE REPEALING STATUTE.

18 2. WITHDRAWAL SHALL NOT AFFECT THE CONTINUING
19 REQUIREMENT OF THE WITHDRAWING STATE'S OCCUPATIONAL THERAPY
20 LICENSING BOARD TO COMPLY WITH THE INVESTIGATIVE AND ADVERSE
21 ACTION REPORTING REQUIREMENTS OF THIS COMPACT PRIOR TO THE
22 EFFECTIVE DATE OF WITHDRAWAL.

23 D. NOTHING CONTAINED IN THIS COMPACT SHALL BE CONSTRUED
24 TO INVALIDATE OR PREVENT ANY OCCUPATIONAL THERAPY LICENSURE
25 AGREEMENT OR OTHER COOPERATIVE ARRANGEMENT BETWEEN A MEMBER
26 STATE AND A NONMEMBER STATE THAT DOES NOT CONFLICT WITH THE
27 PROVISIONS OF THIS COMPACT.

1 E. THIS COMPACT MAY BE AMENDED BY THE MEMBER STATES. NO
2 AMENDMENT TO THIS COMPACT SHALL BECOME EFFECTIVE AND BINDING
3 UPON ANY MEMBER STATE UNTIL IT IS ENACTED INTO THE LAWS OF ALL
4 MEMBER STATES.

5 **SECTION 13**

6 **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
10 THIS COMPACT IS DECLARED TO BE CONTRARY TO THE CONSTITUTION OF
11 ANY MEMBER STATE OR OF THE UNITED STATES, OR THE APPLICABILITY
12 THEREOF TO ANY GOVERNMENT, AGENCY, PERSON, OR CIRCUMSTANCE IS
13 HELD INVALID, THE VALIDITY OF THE REMAINDER OF THIS COMPACT AND
14 THE APPLICABILITY THEREOF TO ANY GOVERNMENT, AGENCY, PERSON, OR
15 CIRCUMSTANCE SHALL NOT BE AFFECTED THEREBY. IF THIS COMPACT
16 SHALL BE HELD CONTRARY TO THE CONSTITUTION OF ANY MEMBER STATE,
17 THE COMPACT SHALL REMAIN IN FULL FORCE AND EFFECT AS TO THE
18 REMAINING MEMBER STATES AND IN FULL FORCE AND EFFECT AS TO THE
19 MEMBER STATE AFFECTED AS TO ALL SEVERABLE MATTERS.

20 **SECTION 14**

21 **BINDING EFFECT OF COMPACT AND OTHER LAWS**

22 A. A LICENSEE PROVIDING OCCUPATIONAL THERAPY IN A REMOTE
23 STATE UNDER THE COMPACT PRIVILEGE SHALL FUNCTION WITHIN THE
24 LAWS AND REGULATIONS OF THE REMOTE STATE.

25 B. NOTHING HEREIN PREVENTS THE ENFORCEMENT OF ANY OTHER
26 LAW OF A MEMBER STATE THAT IS NOT INCONSISTENT WITH THE COMPACT.

27 C. ANY LAWS IN A MEMBER STATE IN CONFLICT WITH THE

1 COMPACT ARE SUPERSEDED TO THE EXTENT OF THE CONFLICT.

2 D. ANY LAWFUL ACTIONS OF THE COMMISSION, INCLUDING ALL
3 RULES AND BYLAWS PROMULGATED BY THE COMMISSION, ARE BINDING
4 UPON THE MEMBER STATES.

5 E. ALL AGREEMENTS BETWEEN THE COMMISSION AND THE
6 MEMBER STATES ARE BINDING IN ACCORDANCE WITH THEIR TERMS.

7 F. IN THE EVENT ANY PROVISION OF THE COMPACT EXCEEDS THE
8 CONSTITUTIONAL LIMITS IMPOSED ON THE LEGISLATURE OF ANY MEMBER
9 STATE, THE PROVISION SHALL BE INEFFECTIVE TO THE EXTENT OF THE
10 CONFLICT WITH THE CONSTITUTIONAL PROVISION IN QUESTION IN THAT
11 MEMBER STATE.

12 **SECTION 2.** In Colorado Revised Statutes, **add** 12-270-108.5 as
13 follows:

14 **12-270-108.5. Provisional license - fee - examination.** (1) THE
15 DIRECTOR MAY ISSUE A PROVISIONAL LICENSE TO PRACTICE AS AN
16 OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT TO AN
17 INDIVIDUAL WHO:

18 (a) SUBMITS AN APPLICATION AND PAYS A FEE AS DETERMINED BY
19 THE DIRECTOR; AND

20 (b) HAS SUCCESSFULLY COMPLETED AN OCCUPATIONAL THERAPY
21 PROGRAM THAT MEETS THE EDUCATION AND EXPERIENTIAL
22 REQUIREMENTS IN SECTION 12-270-107 FOR AN OCCUPATIONAL THERAPIST
23 OR IN SECTION 12-270-108 FOR AN OCCUPATIONAL THERAPY ASSISTANT.

24 (2) (a) A PROVISIONAL LICENSE MAY BE ISSUED ONLY FOR THE
25 PURPOSE OF ALLOWING A QUALIFIED APPLICANT TO PRACTICE AS AN
26 OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT UNTIL:

27 (I) THE APPLICANT TAKES THE NEXT NATIONALLY RECOGNIZED

1 EXAMINATION; OR

2 (II) THE NECESSARY DATA FOR LICENSURE BY ENDORSEMENT IS
3 COLLECTED AND RULED ON BY THE DIRECTOR.

4 (b) IF AN INDIVIDUAL FAILS TO PASS THE NEXT NATIONALLY
5 RECOGNIZED EXAMINATION DURING THE INDIVIDUAL'S INITIAL ELIGIBILITY
6 PERIOD, ALL PRIVILEGES GRANTED TO THE INDIVIDUAL UNDER THIS
7 SECTION AUTOMATICALLY CEASE UPON DUE NOTICE TO THE APPLICANT OF
8 SUCH FAILURE, AND SUCH PRIVILEGES MAY NOT BE RENEWED.

9 (3) A PERSON WHO HOLDS A PROVISIONAL LICENSE MAY PRACTICE
10 ONLY UNDER THE SUPERVISION OF AN OCCUPATIONAL THERAPIST
11 ACTIVELY LICENSED IN THIS STATE.

12 (4) A PROVISIONAL LICENSE ISSUED PURSUANT TO THIS SECTION
13 EXPIRES NO LATER THAN SIXTY DAYS AFTER THE DATE IT WAS ISSUED. A
14 PROVISIONAL LICENSE MAY BE ISSUED ONLY ONCE AND IS NOT SUBJECT TO
15 THE PROVISIONS OF SECTION 12-270-107 OR 12-270-108 CONCERNING
16 RENEWAL.

17 **SECTION 3.** In Colorado Revised Statutes, **add** 12-270-119.5 as
18 follows:

19 **12-270-119.5. Interstate compact - powers and duties of the**
20 **director - rules - definitions.** (1) AS USED IN THIS SECTION:

21 (a) "ADVERSE ACTION" HAS THE MEANING ESTABLISHED IN
22 SECTION 24-60-4101.

23 (b) "COMMISSION" MEANS THE OCCUPATIONAL THERAPY COMPACT
24 COMMISSION ESTABLISHED IN SECTION 24-60-4101.

25 (c) "COMPACT" MEANS THE OCCUPATIONAL THERAPY LICENSURE
26 INTERSTATE COMPACT AUTHORIZED IN PART 41 OF ARTICLE 60 OF TITLE 24.

27 (d) "DATA SYSTEM" HAS THE MEANING ESTABLISHED IN SECTION

1 24-60-4101.

2 (e) "TELEHEALTH" HAS THE MEANING ESTABLISHED IN SECTION
3 24-60-4101 WITH REGARD TO DELIVERING OCCUPATIONAL THERAPY
4 SERVICES.

5 (2) WITH REGARD TO THE COMPACT, THE DIRECTOR HAS THE
6 FOLLOWING POWERS AND DUTIES:

7 (a) TO FACILITATE COLORADO'S PARTICIPATION IN THE COMPACT;

8 (b) TO PROMULGATE THE RULES NECESSARY FOR THE
9 IMPLEMENTATION, ADMINISTRATION, AND ENFORCEMENT OF THE
10 COMPACT. THE DIRECTOR SHALL PROMULGATE RULES IN ACCORDANCE
11 WITH ARTICLE 4 OF TITLE 24.

12 (c) TO APPOINT A PERSON TO SERVE AS A COMMISSIONER ON THE
13 COMMISSION;

14 (d) TO REGULATE TELEHEALTH IN ACCORDANCE WITH THE
15 COMPACT;

16 (e) TO NOTIFY THE COMMISSION OF ANY ADVERSE ACTION
17 REGARDING A LICENSED OCCUPATIONAL THERAPIST OR OCCUPATIONAL
18 THERAPY ASSISTANT;

19 (f) TO PROVIDE UNIFORM DATA TO THE DATA SYSTEM CONSISTENT
20 WITH THE RULES OF THE COMMISSION; AND

21 (g) TO APPROVE PAYMENT OF ASSESSMENTS LEVIED BY THE
22 COMMISSION TO COVER THE COST OF OPERATIONS AND ACTIVITIES OF THE
23 COMMISSION AND ITS STAFF.

24 **SECTION 4. Safety clause.** The general assembly hereby finds,
25 determines, and declares that this act is necessary for the immediate
26 preservation of the public peace, health, or safety. ■