

# STATE OF NEW YORK

6872

2023-2024 Regular Sessions

## IN SENATE

May 12, 2023

Introduced by Sen. ORTT -- read twice and ordered printed, and when printed to be committed to the Committee on Higher Education

AN ACT to amend the education law, in relation to adopting the Physical Therapy Licensure Compact (Part A); to amend the education law, in relation to adopting the Interstate Occupational Therapy Compact (Part B); and to amend the education law, in relation to adopting the Audiology and Speech-Language Pathology Interstate Compact (Part C);

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. This act enacts into law components of legislation enacting  
2 the Physical Therapy Licensure Compact, the Interstate Occupational  
3 Therapy Compact, and the Audiology and Speech-Language Pathology Inter-  
4 state Compact. Each component is wholly contained within a Part identi-  
5 fied as Parts A through C. The effective date for each particular  
6 provision contained within such Part is set forth in the last section of  
7 such Part. Any provision in any section contained within a Part, includ-  
8 ing the effective date of the Part, which makes reference to a section  
9 "of this act", when used in connection with that particular component,  
10 shall be deemed to mean and refer to the corresponding section of the  
11 Part in which it is found. Section three of this act sets forth the  
12 general effective date of this act.

13 PART A

14 Section 1. The education law is amended by adding a new section 6744  
15 to read as follows:

16 § 6744. Physical Therapy Licensure Compact. The physical therapy  
17 licensure compact is hereby enacted into law and entered into with all  
18 jurisdictions legally joining therein in the form substantially as  
19 follows:

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

LBD11346-01-3

PHYSICAL THERAPY LICENSURE COMPACT

SECTION 1.

PURPOSE

The purpose of this Compact is to facilitate interstate practice of physical therapy with the goal of improving public access to physical therapy services. The practice of physical therapy occurs in the state where the patient/client is located at the time of the patient/client encounter. The Compact preserves the regulatory authority of states to protect public health and safety through the current system of state licensure.

This Compact is designed to achieve the following objectives:

1. Increase public access to physical therapy services by providing for the mutual recognition of other member state licenses;
2. Enhance the states' ability to protect the public's health and safety;
3. Encourage the cooperation of member states in regulating multi-state physical therapy practice;
4. Support spouses of relocating military members;
5. Enhance the exchange of licensure, investigative, and disciplinary information between member states; and
6. Allow a remote state to hold a provider of services with a compact privilege in that state accountable to that state's practice standards.

SECTION 2.

DEFINITIONS

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

1. "Active Duty Military" means full-time duty status in the active uniformed service of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Section 1209 and 1211.
2. "Adverse Action" means disciplinary action taken by a physical therapy licensing board based upon misconduct, unacceptable performance, or a combination of both.
3. "Alternative Program" means a non-disciplinary monitoring or practice remediation process approved by a physical therapy licensing board. This includes, but is not limited to, substance abuse issues.
4. "Compact privilege" means the authorization granted by a remote state to allow a licensee from another member state to practice as a physical therapist or work as a physical therapist assistant in the remote state under its laws and rules. The practice of physical therapy occurs in the member state where the patient/client is located at the time of the patient/client encounter.
5. "Continuing competence" means a requirement, as a condition of license renewal, to provide evidence of participation in, and/or completion of, educational and professional activities relevant to practice or area of work.
6. "Data system" means a repository of information about licensees, including examination, licensure, investigative, compact privilege, and adverse action.
7. "Encumbered license" means a license that a physical therapy licensing board has limited in any way.

1 8. "Executive Board" means a group of directors elected or appointed  
2 to act on behalf of, and within the powers granted to them by, the  
3 Commission.

4 9. "Home state" means the member state that is the licensee's primary  
5 state of residence.

6 10. "Investigative information" means information, records, and docu-  
7 ments received or generated by a physical therapy licensing board pursu-  
8 ant to an investigation.

9 11. "Jurisprudence Requirement" means the assessment of an individ-  
10 ual's knowledge of the laws and rules governing the practice of physical  
11 therapy in a state.

12 12. "Licensee" means an individual who currently holds an authori-  
13 zation from the state to practice as a physical therapist or to work as  
14 a physical therapist assistant.

15 13. "Member state" means a state that has enacted the Compact.

16 14. "Party state" means any member state in which a licensee holds a  
17 current license or compact privilege or is applying for a license or  
18 compact privilege.

19 15. "Physical therapist" means an individual who is licensed by a  
20 state to practice physical therapy.

21 16. "Physical therapist assistant" means an individual who is  
22 licensed/certified by a state and who assists the physical therapist in  
23 selected components of physical therapy.

24 17. "Physical therapy," "physical therapy practice," and "the practice  
25 of physical therapy" mean the care and services provided by or under the  
26 direction and supervision of a licensed physical therapist.

27 18. "Physical Therapy Compact Commission" or "Commission" means the  
28 national administrative body whose membership consists of all states  
29 that have enacted the Compact.

30 19. "Physical therapy licensing board" or "licensing board" means the  
31 agency of a state that is responsible for the licensing and regulation  
32 of physical therapists and physical therapist assistants.

33 20. "Remote State" means a member state other than the home state,  
34 where a licensee is exercising or seeking to exercise the compact privi-  
35 lege.

36 21. "Rule" means a regulation, principle, or directive promulgated by  
37 the Commission that has the force of law.

38 22. "State" means any state, commonwealth, district, or territory of  
39 the United States of America that regulates the practice of physical  
40 therapy.

### 41 SECTION 3.

#### 42 STATE PARTICIPATION IN THE COMPACT

43 A. To participate in the Compact, a state must:

44 1. Participate fully in the Commission's data system, including using  
45 the Commission's unique identifier as defined in rules;

46 2. Have a mechanism in place for receiving and investigating  
47 complaints about licensees;

48 3. Notify the Commission, in compliance with the terms of the Compact  
49 and rules, of any adverse action or the availability of investigative  
50 information regarding a licensee;

51 4. Fully implement a criminal background check requirement, within a  
52 time frame established by rule, by receiving the results of the Federal  
53 Bureau of Investigation record search on criminal background checks and

1 use the results in making licensure decisions in accordance with Section  
2 3.B.;

3 5. Comply with the rules of the Commission;

4 6. Utilize a recognized national examination as a requirement for  
5 licensure pursuant to the rules of the Commission; and

6 7. Have continuing competence requirements as a condition for license  
7 renewal.

8 B. Upon adoption of this statute, the member state shall have the  
9 authority to obtain biometric-based information from each physical ther-  
10 apy licensure applicant and submit this information to the Federal  
11 Bureau of Investigation for a criminal background check in accordance  
12 with 28 U.S.C. § 534 and 42 U.S.C. § 14616.

13 C. A member state shall grant the compact privilege to a licensee  
14 holding a valid unencumbered license in another member state in accord-  
15 ance with the terms of the Compact and rules.

16 D. Member states may charge a fee for granting a compact privilege

#### 17 SECTION 4.

#### 18 COMPACT PRIVILEGE

19 A. To exercise the compact privilege under the terms and provisions of  
20 the Compact, the licensee shall:

21 1. Hold a license in the home state;

22 2. Have no encumbrance on any state license;

23 3. Be eligible for a compact privilege in any member state in accord-  
24 ance with Section 4D, G and H;

25 4. Have not had any adverse action against any license or compact  
26 privilege within the previous 2 years;

27 5. Notify the Commission that the licensee is seeking the compact  
28 privilege within a remote state(s);

29 6. Pay any applicable fees, including any state fee, for the compact  
30 privilege;

31 7. Meet any jurisprudence requirements established by the remote  
32 state(s) in which the licensee is seeking a compact privilege; and

33 8. Report to the Commission adverse action taken by any non-member  
34 state within 30 days from the date the adverse action is taken.

35 B. The compact privilege is valid until the expiration date of the  
36 home license. The licensee must comply with the requirements of Section  
37 4.A. to maintain the compact privilege in the remote state.

38 C. A licensee providing physical therapy in a remote state under the  
39 compact privilege shall function within the laws and regulations of the  
40 remote state.

41 D. A licensee providing physical therapy in a remote state is subject  
42 to that state's regulatory authority. A remote state may, in accordance  
43 with due process and that state's laws, remove a licensee's compact  
44 privilege in the remote state for a specific period of time, impose  
45 finer, and/or take any other necessary actions to protect the health and  
46 safety of its citizens. The licensee is not eligible for a compact  
47 privilege in any state until the specific time for removal has passed  
48 and all fines are paid.

49 E. If a home state license is encumbered, the licensee shall lose the  
50 compact privilege in any remote state until the following occur:

51 1. The home state license is no longer encumbered; and

52 2. Two years have elapsed from the date of the adverse action.

1 F. Once an encumbered license in the home state is restored to good  
2 standing, the licensee must meet the requirements of Section 4A to  
3 obtain a compact privilege in any remote state.

4 G. If a licensee's compact privilege in any remote state is removed,  
5 the individual shall lose the compact privilege in any remote state  
6 until the following occur:

7 1. The specific period of time for which the compact privilege was  
8 removed has ended;

9 2. All fines have been paid; and

10 3. Two years have elapsed from the date of the adverse action.

11 H. Once the requirements of Section 4G have been met, the license must  
12 meet the requirements in Section 4A to obtain a compact privilege in a  
13 remote state.

#### 14 SECTION 5.

#### 15 ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

16 A licensee who is active duty military or is the spouse of an individ-  
17 ual who is active duty military may designate one of the following as  
18 the home state:

19 A. Home of record;

20 B. Permanent Change of Station (PCS); or

21 C. State of current residence if it is different than the PCS state or  
22 home of record.

#### 23 SECTION 6.

#### 24 ADVERSE ACTIONS

25 A. A home state shall have exclusive power to impose adverse action  
26 against a license issued by the home state.

27 B. A home state may take adverse action based on the investigative  
28 information of a remote state, so long as the home state follows its own  
29 procedures for imposing adverse action.

30 C. Nothing in this Compact shall override a member state's decision  
31 that participation in an alternative program may be used in lieu of  
32 adverse action and that such participation shall remain non-public if  
33 required by the member state's laws. Member states must require licen-  
34 sees who enter any alternative programs in lieu of discipline to agree  
35 not to practice in any other member state during the term of the alter-  
36 native program without prior authorization from such other member state.

37 D. Any member state may investigate actual or alleged violations of  
38 the statutes and rules authorizing the practice of physical therapy in  
39 any other member state in which a physical therapist or physical thera-  
40 pist assistant holds a license or compact privilege.

41 E. A remote state shall have the authority to:

42 1. Take adverse actions as set forth in Section 4.D. against a  
43 licensee's compact privilege in the state;

44 2. Issue subpoenas for both hearings and investigations that require  
45 the attendance and testimony of witnesses, and the production of  
46 evidence. Subpoenas issued by a physical therapy licensing board in a  
47 party state for the attendance and testimony of witnesses, and/or the  
48 production of evidence from another party state, shall be enforced in  
49 the latter state by any court of competent jurisdiction, according to  
50 the practice and procedure of that court applicable to subpoenas issued  
51 in proceedings pending before it. The issuing authority shall pay any  
52 witness fees, travel expenses, mileage, and other fees required by the

1 service statutes of the state where the witnesses and/or evidence are  
2 located; and

3 3. If otherwise permitted by state law, recover from the licensee the  
4 costs of investigations and disposition of cases resulting from any  
5 adverse action taken against that licensee.

6 F. Joint Investigations.

7 1. In addition to the authority granted to a member state by its  
8 respective physical therapy practice act or other applicable state law,  
9 a member state may participate with other member states in joint inves-  
10 tigations of licensees.

11 2. Member states shall share any investigative, litigation, or compli-  
12 ance materials in furtherance of any joint or individual investigation  
13 initiated under the Compact.

14 SECTION 7.

15 ESTABLISHMENT OF THE PHYSICAL THERAPY COMPACT COMMISSION.

16 A. The Compact member states hereby create and establish a joint  
17 public agency known as the Physical Therapy Compact Commission:

18 1. The Commission is an instrumentality of the Compact states.

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

25 3. Nothing in this Compact shall be construed to be a waiver of sover-  
26 eign immunity.

27 B. Membership, Voting, and Meetings.

28 1. Each member state shall have and be limited to one (1) delegate  
29 selected by that member state's licensing board.

30 2. The delegate shall be a current member of the licensing board, who  
31 is a physical therapist, physical therapist assistant, public member, or  
32 the board administrator.

33 3. Any delegate may be removed or suspended from office as provided by  
34 the law of the state from which the delegate is appointed.

35 4. The member state board shall fill any vacancy occurring in the  
36 Commission.

37 5. Each delegate shall be entitled to one (1) vote with regard to the  
38 promulgation of rules and creation of bylaws and shall otherwise have an  
39 opportunity to participate in the business and affairs of the Commis-  
40 sion.

41 6. A delegate shall vote in person or by such other means as provided  
42 in the bylaws. The bylaws may provide for delegates' participation in  
43 meetings by telephone or other means of communication.

44 7. The Commission shall meet at least once during each calendar year.  
45 Additional meetings shall be held as set forth in the bylaws.

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

47 1. Establish the fiscal year of the Commission;

48 2. Establish bylaws;

49 3. Maintain its financial records in accordance with the bylaws;

50 4. Meet and take such actions as are consistent with the provisions of  
51 this Compact and the bylaws;

52 5. Promulgate uniform rules to facilitate and coordinate implementa-  
53 tion and administration of this Compact. The rules shall have the force  
54 and effect of law and shall be binding in all member states;

1 6. Bring and prosecute legal proceedings or actions in the name of the  
2 Commission, provided that the standing of any state physical therapy  
3 licensing board to sue or be sued under applicable law shall not be  
4 affected;

5 7. Purchase and maintain insurance and bonds;

6 8. Borrow, accept, or contract for services of personnel, including,  
7 but not limited to, employees of a member state;

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

13 10. Accept any and all appropriate donations and grants of money,  
14 equipment, supplies, materials and services, and to receive, utilize and  
15 dispose of the same; provided that at all times the Commission shall  
16 avoid any appearance of impropriety and/or conflict of interest;

17 11. Lease, purchase, accept appropriate gifts or donations of, or  
18 otherwise to own, hold, improve or use, any property, real, personal or  
19 mixed; provided that at all times the Commission shall avoid any appear-  
20 ance of impropriety;

21 12. Sell convey, mortgage, pledge, lease, exchange, abandon, or other-  
22 wise dispose of any property real, personal, or mixed;

23 13. Establish a budget and make expenditures;

24 14. Borrow money;

25 15. Appoint committees, including standing committees composed of  
26 members, state regulators, state legislators or their representatives,  
27 and consumer representatives, and such other interested persons as may  
28 be designated in this Compact and the bylaws;

29 16. Provide and receive information from, and cooperate with, law  
30 enforcement agencies;

31 17. Establish and elect an Executive Board; and

32 18. Perform such other functions as may be necessary or appropriate to  
33 achieve the purposes of this Compact consistent with the state regu-  
34 lation of physical therapy licensure and practice.

35 D. The Executive Board.

36 The Executive Board shall have the power to act on behalf of the  
37 Commission according to the terms of this Compact.

38 1. The Executive Board shall be composed of nine members:

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

41 b. One ex-officio, nonvoting member from the recognized national phys-  
42 ical therapy professional association; and

43 c. One ex-officio, nonvoting member from the recognized membership  
44 organization of the physical therapy licensing boards.

45 2. The ex-officio members will be selected by their respective organ-  
46 izations.

47 3. The Commission may remove any member of the Executive Board as  
48 provided in bylaws.

49 4. The Executive Board shall meet at least annually.

50 5. The Executive Board shall have the following duties and responsi-  
51 bilities:

52 a. Recommend to the entire Commission changes to the rules or bylaws,  
53 changes to this Compact legislation, fees paid by Compact member states  
54 such as annual dues, and any commission Compact fee charged to licensees  
55 for the compact privilege;

- 1 b. Ensure Compact administration services are appropriately provided,  
2 contractual or otherwise;  
3 c. Prepare and recommend the budget;  
4 d. Maintain financial records on behalf of the Commission;  
5 e. Monitor Compact compliance of member states and provide compliance  
6 reports to the Commission;  
7 f. Establish additional committees as necessary; and  
8 g. Other duties as provided in rules or bylaws.  
9 E. Meetings of the Commission.

10 1. All meetings shall be open to the public, and public notice of  
11 meetings shall be given in the same manner as required under the rule-  
12 making provisions in Section 9.

13 2. The Commission or the Executive Board or other committees of the  
14 Commission may convene in a closed, non-public meeting if the Commission  
15 or Executive Board or other committees of the Commission must discuss:

16 a. Non-compliance of a member state with its obligations under the  
17 Compact;

18 b. The employment, compensation, discipline or other matters, prac-  
19 tices or procedures related to specific employees or other matters  
20 related to the Commission's internal personnel practices and procedures;

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

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

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

25 f. Disclosure of trade secrets or commercial or financial information  
26 that is privileged or confidential;

27 g. Disclosure of information of a personal nature where disclosure  
28 would constitute a clearly unwarranted invasion of personal privacy;

29 h. Disclosure of investigative records compiled for law enforcement  
30 purposes;

31 i. Disclosure of information related to any investigative reports  
32 prepared by or on behalf of or for use of the Commission or other  
33 committee charged with responsibility of investigation or determination  
34 of compliance issues pursuant to the Compact; or

35 j. Matters specifically exempted from disclosure by federal or member  
36 state statute.

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

41 4. The Commission shall keep minutes that fully and clearly describe  
42 all matters discussed in a meeting and shall provide a full and accurate  
43 summary of actions taken, and the reasons therefore, including a  
44 description of the views expressed. All documents considered in  
45 connection with an action shall be identified in such minutes. All  
46 minutes and documents of a closed meeting shall remain under seal,  
47 subject to release by a majority vote of the Commission or order of a  
48 court of competent jurisdiction.

49 F. Financing of the Commission.

50 1. The Commission shall pay, or provide for the payment of, the  
51 reasonable expenses of its establishment, organization, and ongoing  
52 activities.

53 2. The Commission may accept any and all appropriate revenue sources,  
54 donations, and grants of money, equipment, supplies, materials, and  
55 services.



1 3. The Commission may levy on and collect an annual assessment from  
2 each member state or impose fees on other parties to cover the cost of  
3 the operations and activities of the Commission and its staff, which  
4 must be in a total amount sufficient to cover its annual budget as  
5 approved each year for which revenue is not provided by other sources.  
6 The aggregate annual assessment amount shall be allocated based upon a  
7 formula to be determined by the Commission, which shall promulgate a  
8 rule binding upon all member states.

9 4. The Commission shall not incur obligations of any kind prior to  
10 securing the funds adequate to meet the same; nor shall the Commission  
11 pledge the credit of any of the member states, except by and with the  
12 authority of the member state.

13 5. The Commission shall keep accurate accounts of all receipts and  
14 disbursements. The receipts and disbursements of the Commission shall  
15 be subject to the audit and accounting procedures established under its  
16 bylaws. However, all receipts and disbursements of funds handled by the  
17 Commission shall be audited yearly by a certified or licensed public  
18 accountant, and the report of the audit shall be included in and become  
19 part of the annual report of the Commission.

20 G. Qualified Immunity, Defense, and Indemnification.

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

32 2. The Commission shall defend any member, officer, executive direc-  
33 tor, employee or representative of the Commission in any civil action  
34 seeking to impose liability arising out of any actual or alleged act,  
35 error, or omission that occurred within the scope of Commission employ-  
36 ment, duties, or responsibilities, or that the person against whom the  
37 claim is made had a reasonable basis for believing occurred within the  
38 scope of Commission employment, duties, or responsibilities; provided  
39 that nothing herein shall be construed to prohibit that person from  
40 retaining his or her own counsel; and provided further, that the actual  
41 or alleged act, error, or omission did not result from that person's  
42 intentional or willful or wanton misconduct.

43 3. The Commission shall indemnify and hold harmless any member, offi-  
44 cer, executive director, employee, or representative of the Commission  
45 for the amount of any settlement or judgment obtained against that  
46 person arising out of any actual or alleged act, error or omission that  
47 occurred within the scope of Commission employment, duties, or responsi-  
48 bilities, or that such person had a reasonable basis for believing  
49 occurred within the scope of Commission employment, duties, or responsi-  
50 bilities, provided that the actual or alleged act, error, or omission  
51 did not result from the intentional or willful or wanton misconduct of  
52 that person.

53 SECTION 8.  
54 DATA SYSTEM

1 A. The Commission shall provide for the development, maintenance, and  
2 utilization of a coordinated database and reporting system containing  
3 licensure, adverse action, and investigative information on all licensed  
4 individuals in member states.

5 B. Notwithstanding any other provision of state law to the contrary, a  
6 member state shall submit a uniform data set to the data system on all  
7 individuals to whom this Compact is applicable as required by the rules  
8 of the Commission, including:

9 1. Identifying information;

10 2. Licensure data;

11 3. Adverse actions against a license or compact privilege;

12 4. Non-confidential information related to alternative program partic-  
13 ipation;

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

16 6. Other information that may facilitate the administration of this  
17 Compact, as determined by the rules of the Commission.

18 C. Investigative information pertaining to a licensee in any member  
19 state will only be available to other party states.

20 D. The Commission shall promptly notify all member states of any  
21 adverse action taken against a licensee or an individual applying for a  
22 license. Adverse action information pertaining to a licensee in any  
23 member state will be available to any other member state.

24 E. Member states contributing information to the data system may  
25 designate information that may not be shared with the public without the  
26 express permission of the contributing state.

27 F. Any information submitted to the data system that is subsequently  
28 required to be expunged by the laws of the member state contributing the  
29 information shall be removed from the data system.

30 SECTION 9.  
31 RULEMAKING

32 A. The Commission shall exercise its rulemaking powers pursuant to the  
33 criteria set forth in this Section and the rules adopted thereunder.  
34 Rules and amendments shall become binding as of the date specified in  
35 each rule or amendment.

36 B. If a majority of the legislatures of the member states rejects a  
37 rule, by enactment of a statute or resolution in the same manner used to  
38 adopt the Compact within 4 years of the date of adoption of the rule,  
39 then such rule shall have no further force and effect in any member  
40 state.

41 C. Rules or amendments to the rules shall be adopted at a regular or  
42 special meeting of the Commission.

43 D. Prior to promulgation and adoption of a final rule or rules by the  
44 Commission, and at least thirty (30) days in advance of the meeting at  
45 which the rule will be considered and voted upon, the Commission shall  
46 file a Notice of Proposed Rulemaking:

47 1. On the website of the Commission or other publicly accessible plat-  
48 form; and

49 2. On the website of each member state physical therapy licensing  
50 board or other publicly accessible platform or the publication in which  
51 each state would otherwise publish proposed rules.

52 E. The Notice of Proposed Rulemaking shall include:

53 1. The proposed time, date, and location of the meeting in which the  
54 rule will be considered and voted upon;

1 2. The text of the proposed rule or amendment and the reason for the  
2 proposed rule;

3 3. A request for comments on the proposed rule from any interested  
4 person; and

5 4. The manner in which interested persons may submit notice to the  
6 Commission of their intention to attend the public hearing and any writ-  
7 ten comments.

8 F. Prior to adoption of a proposed rule, the Commission shall allow  
9 persons to submit written data, facts, opinions, and arguments, which  
10 shall be made available to the public.

11 G. The Commission shall grant an opportunity for a public hearing  
12 before it adopts a rule or amendment if a hearing is requested by:

13 1. At least twenty-five (25) persons;

14 2. A state or federal governmental subdivision or agency; or

15 3. An association having at least twenty-five (25) members.

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

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

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

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

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

32 I. Following the scheduled hearing date, or by the close of business  
33 on the scheduled hearing date if the hearing was not held, the Commis-  
34 sion shall consider all written and oral comments received.

35 J. If no written notice of intent to attend the public hearing by  
36 interested parties is received, the Commission may proceed with promul-  
37 gation of the proposed rule without a public hearing.

38 K. The Commission shall, by majority vote of all members, take final  
39 action on the proposed rule and shall determine the effective date of  
40 the rule, if any, based on the rulemaking record and the full text of  
41 the rule.

42 L. Upon determination that an emergency exists, the Commission may  
43 consider and adopt an emergency rule without prior notice, opportunity  
44 for comment, or hearing, provided that the usual rulemaking procedures  
45 provided in the Compact and in this section shall be retroactively  
46 applied to the rule as soon as reasonably possible, in no event later  
47 than ninety (90) days after the effective date of the rule. For the  
48 purposes of this provision, an emergency rule is one that must be  
49 adopted immediately in order to:

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

51 2. Prevent a loss of Commission or member state funds;

52 3. Meet a deadline for the promulgation of an administrative rule that  
53 is established by federal law or rule; or

54 4. Protect public health and safety.

55 M. The Commission or an authorized committee of the Commission may  
56 direct revisions to a previously adopted rule or amendment for purposes

1 of correcting typographical errors, errors in format, errors in consist-  
2 ency, or grammatical errors. Public notice of any revisions shall be  
3 posted on the website of the Commission. The revision shall be subject  
4 to challenge by any person for a period of thirty (30) days after post-  
5 ing. The revision may be challenged only on grounds that the revision  
6 results in a material change to a rule. A challenge shall be made in  
7 writing, and delivered to the chair of the Commission prior to the end  
8 of the notice period. If no challenge is made, the revision will take  
9 effect without further action. If the revision is challenged, the  
10 revision may not take effect without the approval of the Commission.

11 SECTION 10.

12 OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

13 A. Oversight.

14 1. The executive, legislative, and judicial branches of state govern-  
15 ment in each member state shall enforce this Compact and take all  
16 actions necessary and appropriate to effectuate the Compact's purposes  
17 and intent. The provisions of this Compact and the rules promulgated  
18 hereunder shall have standing as statutory law.

19 2. All courts shall take judicial notice of the Compact and the rules  
20 in any judicial or administrative proceeding in a member state pertain-  
21 ing to the subject matter of this Compact which may affect the powers,  
22 responsibilities or actions of the Commission.

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

28 B. Default, Technical Assistance, and Termination.

29 1. If the Commission determines that a member state has defaulted in  
30 the performance of its obligations or responsibilities under this  
31 Compact or the promulgated rules, the Commission shall:

32 a. Provide written notice to the defaulting state and other member  
33 states of the nature of the default, the proposed means of curing the  
34 default and/or any other action to be taken by the Commission; and

35 b. Provide remedial training and specific technical assistance regard-  
36 ing the default.

37 2. If a state in default fails to cure the default, the defaulting  
38 state may be terminated from the Compact upon an affirmative vote of a  
39 majority of the member states, and all rights, privileges and benefits  
40 conferred by this Compact may be terminated on the effective date of  
41 termination. A cure of the default does not relieve the offending state  
42 of obligations or liabilities incurred during the period of default.

43 3. Termination of membership in the Compact shall be imposed only  
44 after all other means of securing compliance have been exhausted. Notice  
45 of intent to suspend or terminate shall be given by the Commission to  
46 the governor, the majority and minority leaders of the defaulting  
47 state's legislature, and each of the member states.

48 4. A state that has been terminated is responsible for all assess-  
49 ments, obligations, and liabilities incurred through the effective date  
50 of termination, including obligations that extend beyond the effective  
51 date of termination.

52 5. The Commission shall not bear any costs related to a state that is  
53 found to be in default or that has been terminated from the Compact,

1 unless agreed upon in writing between the Commission and the defaulting  
2 state.

3 6. The defaulting state may appeal the action of the Commission by  
4 petitioning the U.S. District Court for the District of Columbia or the  
5 federal district where the Commission has its principal offices. The  
6 prevailing member shall be awarded all costs of such litigation, includ-  
7 ing reasonable attorney's fees.

8 C. Dispute Resolution.

9 1. Upon request by a member state, the Commission shall attempt to  
10 resolve disputes related to the Compact that arise among member states  
11 and between member and non-member states.

12 2. The Commission shall promulgate a rule providing for both mediation  
13 and binding dispute resolution for disputes as appropriate.

14 D. Enforcement.

15 1. The Commission, in the reasonable exercise of its discretion, shall  
16 enforce the provisions and rules of this Compact.

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

25 3. The remedies herein shall not be the exclusive remedies of the  
26 Commission. The Commission may pursue any other remedies available under  
27 federal or state law.

28 SECTION 11.

29 DATE OF IMPLEMENTATION OF THE INTERSTATE COMMISSION FOR PHYSICAL  
30 THERAPY  
31 PRACTICE AND ASSOCIATED RULES, WITHDRAWAL, AND AMENDMENT

32 A. The Compact shall come into effect on the date on which the Compact  
33 statute is enacted into law in the tenth member state. The provisions,  
34 which become effective at that time, shall be limited to the powers  
35 granted to the Commission relating to assembly and the promulgation of  
36 rules. Thereafter, the Commission shall meet and exercise rulemaking  
37 powers necessary to the implementation and administration of the  
38 Compact.

39 B. Any state that joins the Compact subsequent to the Commission's  
40 initial adoption of the rules shall be subject to the rules as they  
41 exist on the date on which the Compact becomes law in that state. Any  
42 rule that has been previously adopted by the Commission shall have the  
43 full force and effect of law on the day the Compact becomes law in that  
44 state.

45 C. Any member state may withdraw from this Compact by enacting a stat-  
46 ute repealing the same.

47 1. A member state's withdrawal shall not take effect until six (6)  
48 months after enactment of the repealing statute.

49 2. Withdrawal shall not affect the continuing requirement of the with-  
50 drawing state's physical therapy licensing board to comply with the  
51 investigative and adverse action reporting requirements of this act  
52 prior to the effective date of withdrawal.

53 D. Nothing contained in this Compact shall be construed to invalidate  
54 or prevent any physical therapy licensure agreement or other cooperative

1 arrangement between a member state and a non-member state that does not  
2 conflict with the provisions of this Compact.

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

6 SECTION 12.  
7 CONSTRUCTION AND SEVERABILITY

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

20 § 2. This act shall take effect on the ninetieth day after it shall  
21 have become a law. Effective immediately, the addition, amendment  
22 and/or repeal of any rule or regulation necessary for the implementation  
23 of this act on its effective date are authorized to be made and  
24 completed on or before such effective date.

25 PART B

26 Section 1. The education law is amended by adding a new section 7909  
27 to read as follows:

28 § 7909. Interstate Occupational Therapy Compact . The interstate occu-  
29 pational therapy compact is hereby enacted into law and entered into  
30 with all jurisdictions legally joining therein in the form substantially  
31 as follows:

32 INTERSTATE OCCUPATIONAL THERAPY COMPACT  
33 SECTION 1.  
34 PURPOSE

35 The purpose of this Compact is to facilitate interstate practice of  
36 Occupational Therapy with the goal of improving public access to Occu-  
37 pational Therapy services. The Practice of Occupational Therapy occurs in  
38 the State where the patient/client is located at the time of the  
39 patient/client encounter. The Compact preserves the regulatory authority  
40 of States to protect public health and safety through the current system  
41 of State licensure.

42 This Compact is designed to achieve the following objectives:

- 43 A. Increase public access to Occupational Therapy services by provid-  
44 ing for the mutual recognition of other Member State licenses;
- 45 B. Enhance the States' ability to protect the public's health and  
46 safety;
- 47 C. Encourage the cooperation of Member States in regulating multi-  
48 State Occupational Therapy Practice;
- 49 D. Support spouses of relocating military members;

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

3 F. Allow a Remote State to hold a provider of services with a Compact  
4 Privilege in that State accountable to that State's practice standards;  
5 and

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

8 SECTION 2.  
9 DEFINITIONS

10 As used in this Compact, and except as otherwise provided, the follow-  
11 ing definitions shall apply:

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

16 B. "Adverse Action" means any administrative, civil, equitable, or  
17 criminal action permitted by a State's laws which is imposed by a  
18 Licensing Board or other authority against an Occupational Therapist or  
19 Occupational Therapy Assistant, including actions against an individ-  
20 ual's license or Compact Privilege such as censure, revocation, suspen-  
21 sion, probation, monitoring of the Licensee, or restriction on the  
22 Licensee's practice.

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

25 D. "Compact Privilege" means the authorization, which is equivalent to  
26 a license, granted by a Remote State to allow a Licensee from another  
27 Member State to practice as an Occupational Therapist or practice as an  
28 Occupational Therapy Assistant in the Remote State under its laws and  
29 rules. The Practice of Occupational Therapy occurs in the Member State  
30 where the patient/client is located at the time of the patient/client  
31 encounter.

32 E. "Continuing Competence/Education" means a requirement, as a condi-  
33 tion of license renewal, to provide evidence of participation in, and/or  
34 completion of, educational and professional activities relevant to prac-  
35 tice or area of work.

36 F. "Current Significant Investigative Information" means Investigative  
37 Information that a Licensing Board, after an inquiry or investigation  
38 that includes notification and an opportunity for the Occupational Ther-  
39 apist or Occupational Therapy Assistant to respond, if required by State  
40 law, has reason to believe is not groundless and, if proved true, would  
41 indicate more than a minor infraction.

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

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

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

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

1 K. "Impaired Practitioner" means individuals whose professional prac-  
2 tice is adversely affected by substance abuse, addiction, or other  
3 health-related conditions.

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

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

10 N. "Licensee" means an individual who currently holds an authorization  
11 from the State to practice as an Occupational Therapist or as an Occupa-  
12 tional Therapy Assistant.

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

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

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

18 R. "Occupational Therapy," "Occupational Therapy Practice," and the  
19 "Practice of Occupational Therapy" mean the care and services provided  
20 by an Occupational Therapist or an Occupational Therapy Assistant as set  
21 forth in the Member State's statutes and regulations.

22 S. "Occupational Therapy Compact Commission" or "Commission" means the  
23 national administrative body whose membership consists of all States  
24 that have enacted the Compact.

25 T. "Occupational Therapy Licensing Board" or "Licensing Board" means  
26 the agency of a State that is authorized to license and regulate Occupa-  
27 tional Therapists and Occupational Therapy Assistants.

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

34 V. "Remote State" means a Member State other than the Home State,  
35 where a Licensee is exercising or seeking to exercise the Compact Privi-  
36 lege.

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

39 X. "State" means any state, commonwealth, district, or territory of  
40 the United States of America that regulates the Practice of Occupational  
41 Therapy.

42 Y. "Single-State License" means an Occupational Therapist or Occupa-  
43 tional Therapy Assistant license issued by a Member State that author-  
44 izes practice only within the issuing State and does not include a  
45 Compact Privilege in any other Member State.

46 Z. "Telehealth" means the application of telecommunication technology  
47 to deliver Occupational Therapy services for assessment, intervention  
48 and/or consultation.

### 49 SECTION 3.

#### 50 STATE PARTICIPATION IN THE COMPACT

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

52 1. License Occupational Therapists and Occupational Therapy Assist-  
53 ants;



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

4 3. Have a mechanism in place for receiving and investigating  
5 complaints about Licensees;

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

9 5. Implement or utilize procedures for considering the criminal histo-  
10 ry records of applicants for an initial Compact Privilege. These proce-  
11 dures shall include the submission of fingerprints or other biometric-  
12 based information by applicants for the purpose of obtaining an  
13 applicant's criminal history record information from the Federal Bureau  
14 of Investigation and the agency responsible for retaining that State's  
15 criminal records;

16 a. A Member State shall, within a time frame established by the  
17 Commission, require a criminal background check for a Licensee  
18 seeking/applying for a Compact Privilege whose Primary State of Resi-  
19 dence is that Member State, by receiving the results of the Federal  
20 Bureau of Investigation criminal record search, and shall use the  
21 results in making licensure decisions.

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

27 6. Comply with the Rules of the Commission;

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

30 8. Have Continuing Competence/Education requirements as a condition  
31 for license renewal.

32 B. A Member State shall grant the Compact Privilege to a Licensee  
33 holding a valid unencumbered license in another Member State in accord-  
34 ance with the terms of the Compact and Rules.

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

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

38 E. Individuals not residing in a Member State shall continue to be  
39 able to apply for a Member State's Single-State License as provided  
40 under the laws of each Member State. However, the Single-State License  
41 granted to these individuals shall not be recognized as granting the  
42 Compact Privilege in any other Member State.

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

#### 45 SECTION 4.

#### 46 COMPACT PRIVILEGE

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

49 1. Hold a license in the Home State;

50 2. Have a valid United States Social Security Number or National Prac-  
51 titioner Identification number;

52 3. Have no encumbrance on any State license;

53 4. Be eligible for a Compact Privilege in any Member State in accord-  
54 ance with Section 4D, F, G, and H;

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

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

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

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

10 a. The Licensee shall be responsible for the payment of any fee asso-  
11 ciated with the completion of a criminal background check.

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

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

16 B. The Compact Privilege is valid until the expiration date of the  
17 Home State license. The Licensee must comply with the requirements of  
18 Section 4A to maintain the Compact Privilege in the Remote State.

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

22 D. Occupational Therapy Assistants practicing in a Remote State shall  
23 be supervised by an Occupational Therapist licensed or holding a Compact  
24 Privilege in that Remote State.

25 E. A Licensee providing Occupational Therapy in a Remote State is  
26 subject to that State's regulatory authority. A Remote State may, in  
27 accordance with due process and that State's laws, remove a Licensee's  
28 Compact Privilege in the Remote State for a specific period of time,  
29 impose fines, and/or take any other necessary actions to protect the  
30 health and safety of its citizens. The Licensee may be ineligible for a  
31 Compact Privilege in any State until the specific time for removal has  
32 passed and all fines are paid.

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

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

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

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

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

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

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

47 3. Two years have elapsed from the date of completing requirements for  
48 4(H)(1) and (2); and

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

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

54 J. Once the requirements of Section 4H have been met, the license must  
55 meet the requirements in Section 4A to obtain a Compact Privilege in a  
56 Remote State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6.ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

Active Duty Military personnel, or their spouses, shall designate a Home State where the individual has a current license in good standing. The individual may retain the Home State designation during the period the service member is on active duty. Subsequent to designating a Home State, the individual shall only change their Home State through appli-

1 cation for licensure in the new State or through the process described  
2 in Section 5.

3 SECTION 7.  
4 ADVERSE ACTIONS

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

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

11 1. Take Adverse Action against an Occupational Therapist's or Occupa-  
12 tional Therapy Assistant's Compact Privilege within that Member State.

13 2. Issue subpoenas for both hearings and investigations that require  
14 the attendance and testimony of witnesses as well as the production of  
15 evidence. Subpoenas issued by a Licensing Board in a Member State for  
16 the attendance and testimony of witnesses or the production of evidence  
17 from another Member State shall be enforced in the latter State by any  
18 court of competent jurisdiction, according to the practice and procedure  
19 of that court applicable to subpoenas issued in proceedings pending  
20 before it. The issuing authority shall pay any witness fees, travel  
21 expenses, mileage and other fees required by the service statutes of the  
22 State in which the witnesses or evidence are located.

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

28 D. The Home State shall complete any pending investigations of an  
29 Occupational Therapist or Occupational Therapy Assistant who changes  
30 Primary State of Residence during the course of the investigations. The  
31 Home State, where the investigations were initiated, shall also have the  
32 authority to take appropriate action(s) and shall promptly report the  
33 conclusions of the investigations to the OT Compact Commission Data  
34 System. The Occupational Therapy Compact Commission Data System adminis-  
35 trator shall promptly notify the new Home State of any Adverse Actions.

36 E. A Member State, if otherwise permitted by State law, may recover  
37 from the affected Occupational Therapist or Occupational Therapy Assist-  
38 ant the costs of investigations and disposition of cases resulting from  
39 any Adverse Action taken against that Occupational Therapist or Occupa-  
40 tional Therapy Assistant.

41 F. A Member State may take Adverse Action based on the factual find-  
42 ings of the Remote State, provided that the Member State follows its own  
43 procedures for taking the Adverse Action.

44 G. Joint Investigations.

45 1. In addition to the authority granted to a Member State by its  
46 respective State Occupational Therapy laws and regulations or other  
47 applicable State law, any Member State may participate with other Member  
48 States in joint investigations of Licensees.

49 2. Member States shall share any investigative, litigation, or compli-  
50 ance materials in furtherance of any joint or individual investigation  
51 initiated under the Compact.

52 H. If an Adverse Action is taken by the Home State against an Occupa-  
53 tional Therapist's or Occupational Therapy Assistant's license, the  
54 Occupational Therapist's or Occupational Therapy Assistant's Compact

1 Privilege in all other Member States shall be deactivated until all  
2 encumbrances have been removed from the State license. All Home State  
3 disciplinary orders that impose Adverse Action against an Occupational  
4 Therapist's or Occupational Therapy Assistant's license shall include a  
5 Statement that the Occupational Therapist's or Occupational Therapy  
6 Assistant's Compact Privilege is deactivated in all Member States during  
7 the pendency of the order.

8 I. If a Member State takes Adverse Action, it shall promptly notify  
9 the administrator of the Data System. The administrator of the Data  
10 System shall promptly notify the Home State of any Adverse Actions by  
11 Remote States.

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

#### 15 SECTION 8.

#### 16 ESTABLISHMENT OF THE OCCUPATIONAL THERAPY COMPACT COMMISSION.

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

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

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

26 3. Nothing in this Compact shall be construed to be a waiver of sover-  
27 eign immunity.

28 B. Membership, Voting, and Meetings.

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

31 2. The delegate shall be either:

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

34 b. An administrator of the Licensing Board.

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

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

39 5. Each delegate shall be entitled to one (1) vote with regard to the  
40 promulgation of Rules and creation of bylaws and shall otherwise have an  
41 opportunity to participate in the business and affairs of the Commis-  
42 sion. A delegate shall vote in person or by such other means as provided  
43 in the bylaws. The bylaws may provide for delegates' participation in  
44 meetings by telephone or other means of communication.

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

47 7. The Commission shall establish by Rule a term of office for deleg-  
48 ates.

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

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

51 2. Establish the fiscal year of the Commission;

52 3. Establish bylaws;

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

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

3 6. Promulgate uniform Rules to facilitate and coordinate implementa-  
4 tion and administration of this Compact. The Rules shall have the force  
5 and effect of law and shall be binding in all Member States;

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

10 8. Purchase and maintain insurance and bonds;

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

13 10. Hire employees, elect or appoint officers, fix compensation,  
14 define duties, grant such individuals appropriate authority to carry out  
15 the purposes of the Compact, and establish the Commission's personnel  
16 policies and programs relating to conflicts of interest, qualifications  
17 of personnel, and other related personnel matters;

18 11. Accept any and all appropriate donations and grants of money,  
19 equipment, supplies, materials and services, and receive, utilize and  
20 dispose of the same; provided that at all times the Commission shall  
21 avoid any appearance of impropriety and/or conflict of interest;

22 12. Lease, purchase, accept appropriate gifts or donations of, or  
23 otherwise own, hold, improve or use, any property, real, personal or  
24 mixed; provided that at all times the Commission shall avoid any appear-  
25 ance of impropriety;

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

28 14. Establish a budget and make expenditures;

29 15. Borrow money;

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

34 17. Provide and receive information from, and cooperate with, law  
35 enforcement agencies;

36 18. Establish and elect an Executive Committee; and

37 19. Perform such other functions as may be necessary or appropriate to  
38 achieve the purposes of this Compact consistent with the State regu-  
39 lation of Occupational Therapy licensure and practice.

40 D. The Executive Committee.

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

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

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

46 b. One ex-officio, nonvoting member from a recognized national Occupa-  
47 tional Therapy professional association; and

48 c. One ex-officio, nonvoting member from a recognized national Occupa-  
49 tional Therapy certification organization.

50 2. The ex-officio members will be selected by their respective organ-  
51 izations.

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

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

55 5. The Executive Committee shall have the following Duties and respon-  
56 sibilities:

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

5 b. Ensure Compact administration services are appropriately provided,  
6 contractual or otherwise;

7 c. Prepare and recommend the budget;

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

9 e. Monitor Compact compliance of Member States and provide compliance  
10 reports to the Commission;

11 f. Establish additional committees as necessary; and

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

13 E. Meetings of the Commission.

14 1. All meetings shall be open to the public, and public notice of  
15 meetings shall be given in the same manner as required under the Rule-  
16 making provisions in Section 10.

17 2. The Commission or the Executive Committee or other committees of  
18 the Commission may convene in a closed, non-public meeting if the  
19 Commission or Executive Committee or other committees of the Commission  
20 must discuss:

21 a. Non-compliance of a Member State with its obligations under the  
22 Compact;

23 b. The employment, compensation, discipline or other matters, prac-  
24 tices or procedures related to specific employees or other matters  
25 related to the Commission's internal personnel practices and procedures;

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

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

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

30 f. Disclosure of trade secrets or commercial or financial information  
31 that is privileged or confidential;

32 g. Disclosure of information of a personal nature where disclosure  
33 would constitute a clearly unwarranted invasion of personal privacy;

34 h. Disclosure of investigative records compiled for law enforcement  
35 purposes;

36 i. Disclosure of information related to any investigative reports  
37 prepared by or on behalf of or for use of the Commission or other  
38 committee charged with responsibility of investigation or determination  
39 of compliance issues pursuant to the Compact; or

40 j. Matters specifically exempted from disclosure by federal or Member  
41 State statute.

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

46 4. The Commission shall keep minutes that fully and clearly describe  
47 all matters discussed in a meeting and shall provide a full and accurate  
48 summary of actions taken, and the reasons therefore, including a  
49 description of the views expressed. All documents considered in  
50 connection with an action shall be identified in such minutes. All  
51 minutes and documents of a closed meeting shall remain under seal,  
52 subject to release by a majority vote of the Commission or order of a  
53 court of competent jurisdiction.

54 F. Financing of the Commission.

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

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

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

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

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

26 G. Qualified Immunity, Defense, and Indemnification.

27 1. The members, officers, executive director, employees and represen-  
28 tatives of the Commission shall be immune from suit and liability,  
29 either personally or in their official capacity, for any claim for  
30 damage to or loss of property or personal injury or other civil liabil-  
31 ity caused by or arising out of any actual or alleged act, error or  
32 omission that occurred, or that the person against whom the claim is  
33 made had a reasonable basis for believing occurred within the scope of  
34 Commission employment, duties or responsibilities; provided that nothing  
35 in this paragraph shall be construed to protect any such person from  
36 suit and/or liability for any damage, loss, injury, or liability caused  
37 by the intentional or willful or wanton misconduct of that person.

38 2. The Commission shall defend any member, officer, executive direc-  
39 tor, employee, or representative of the Commission in any civil action  
40 seeking to impose liability arising out of any actual or alleged act,  
41 error, or omission that occurred within the scope of Commission employ-  
42 ment, duties, or responsibilities, or that the person against whom the  
43 claim is made had a reasonable basis for believing occurred within the  
44 scope of Commission employment, duties, or responsibilities; provided  
45 that nothing herein shall be construed to prohibit that person from  
46 retaining his or her own counsel; and provided further, that the actual  
47 or alleged act, error, or omission did not result from that person's  
48 intentional or willful or wanton misconduct.

49 3. The Commission shall indemnify and hold harmless any member, offi-  
50 cer, executive director, employee, or representative of the Commission  
51 for the amount of any settlement or judgment obtained against that  
52 person arising out of any actual or alleged act, error or omission that  
53 occurred within the scope of Commission employment, duties, or responsi-  
54 bilities, or that such person had a reasonable basis for believing  
55 occurred within the scope of Commission employment, duties, or responsi-  
56 bilities, provided that the actual or alleged act, error, or omission



1 did not result from the intentional or willful or wanton misconduct of  
2 that person.

3 SECTION 9.  
4 DATA SYSTEM

5 A. The Commission shall provide for the development, maintenance, and  
6 utilization of a coordinated database and reporting system containing  
7 licensure, Adverse Action, and Investigative Information on all licensed  
8 individuals in Member States.

9 B. A Member State shall submit a uniform data set to the Data System  
10 on all individuals to whom this Compact is applicable (utilizing a  
11 unique identifier) as required by the Rules of the Commission, includ-  
12 ing:

13 1. Identifying information;

14 2. Licensure data;

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

16 4. Non-confidential information related to Alternative Program partic-  
17 ipation;

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

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

22 7. Current Significant Investigative Information.

23 C. Current Significant Investigative Information and other Investi-  
24 gative Information pertaining to a Licensee in any Member State will  
25 only be available to other Member States.

26 D. The Commission shall promptly notify all Member States of any  
27 Adverse Action taken against a Licensee or an individual applying for a  
28 license. Adverse Action information pertaining to a Licensee in any  
29 Member State will be available to any other Member State.

30 E. Member States contributing information to the Data System may  
31 designate information that may not be shared with the public without the  
32 express permission of the contributing State.

33 F. Any information submitted to the Data System that is subsequently  
34 required to be expunged by the laws of the Member State contributing the  
35 information shall be removed from the Data System.

36 SECTION 10.  
37 RULEMAKING

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

42 B. The Commission shall promulgate reasonable rules in order to effec-  
43 tively and efficiently achieve the purposes of the Compact. Notwith-  
44 standing the foregoing, in the event the Commission exercises its rule-  
45 making authority in a manner that is beyond the scope of the purposes of  
46 the Compact, or the powers granted hereunder, then such an action by the  
47 Commission shall be invalid and have no force and effect.

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

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

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

7 1. On the website of the Commission or other publicly accessible plat-  
8 form; and

9 2. On the website of each Member State Occupational Therapy Licensing  
10 Board or other publicly accessible platform or the publication in which  
11 each State would otherwise publish proposed Rules.

12 F. The Notice of Proposed Rulemaking shall include:

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

15 2. The text of the proposed Rule or amendment and the reason for the  
16 proposed Rule;

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

19 4. The manner in which interested persons may submit notice to the  
20 Commission of their intention to attend the public hearing and any writ-  
21 ten comments. G. Prior to adoption of a proposed Rule, the Commission  
22 shall allow persons to submit written data, facts, opinions, and argu-  
23 ments, which shall be made available to the public.

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

26 1. At least twenty-five (25) persons;

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

28 3. An association or organization having at least twenty-five (25)  
29 members.

30 I. If a hearing is held on the proposed Rule or amendment, the Commis-  
31 sion shall publish the place, time, and date of the scheduled public  
32 hearing. If the hearing is held via electronic means, the Commission  
33 shall publish the mechanism for access to the electronic hearing.

34 1. All persons wishing to be heard at the hearing shall notify the  
35 executive director of the Commission or other designated member in writ-  
36 ing of their desire to appear and testify at the hearing not less than  
37 five (5) business days before the scheduled date of the hearing.

38 2. Hearings shall be conducted in a manner providing each person who  
39 wishes to comment a fair and reasonable opportunity to comment orally or  
40 in writing.

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

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

46 J. Following the scheduled hearing date, or by the close of business  
47 on the scheduled hearing date if the hearing was not held, the Commis-  
48 sion shall consider all written and oral comments received.

49 K. If no written notice of intent to attend the public hearing by  
50 interested parties is received, the Commission may proceed with promul-  
51 gation of the proposed Rule without a public hearing.

52 L. The Commission shall, by majority vote of all members, take final  
53 action on the proposed Rule and shall determine the effective date of  
54 the Rule, if any, based on the Rulemaking record and the full text of  
55 the Rule.

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

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

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

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

13 4. Protect public health and safety.

14 N. The Commission or an authorized committee of the Commission may  
15 direct revisions to a previously adopted Rule or amendment for purposes  
16 of correcting typographical errors, errors in format, errors in consist-  
17 ency, or grammatical errors. Public notice of any revisions shall be  
18 posted on the website of the Commission. The revision shall be subject  
19 to challenge by any person for a period of thirty (30) days after post-  
20 ing. The revision may be challenged only on grounds that the revision  
21 results in a material change to a Rule. A challenge shall be made in  
22 writing and delivered to the chair of the Commission prior to the end of  
23 the notice period. If no challenge is made, the revision will take  
24 effect without further action. If the revision is challenged, the  
25 revision may not take effect without the approval of the Commission.

26 SECTION 11.

27 OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

28 A. Oversight.

29 1. The executive, legislative, and judicial branches of State govern-  
30 ment in each Member State shall enforce this Compact and take all  
31 actions necessary and appropriate to effectuate the Compact's purposes  
32 and intent. The provisions of this Compact and the Rules promulgated  
33 hereunder shall have standing as statutory law.

34 2. All courts shall take judicial notice of the Compact and the Rules  
35 in any judicial or administrative proceeding in a Member State pertain-  
36 ing to the subject matter of this Compact which may affect the powers,  
37 responsibilities, or actions of the Commission.

38 3. The Commission shall be entitled to receive service of process in  
39 any such proceeding, and shall have standing to intervene in such a  
40 proceeding for all purposes. Failure to provide service of process to  
41 the Commission shall render a judgment or order void as to the Commis-  
42 sion, this Compact, or promulgated Rules.

43 B. Default, Technical Assistance, and Termination.

44 1. If the Commission determines that a Member State has defaulted in  
45 the performance of its obligations or responsibilities under this  
46 Compact or the promulgated Rules, the Commission shall:

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

50 b. Provide remedial training and specific technical assistance regard-  
51 ing the default.

52 2. If a State in default fails to cure the default, the defaulting  
53 State may be terminated from the Compact upon an affirmative vote of a  
54 majority of the Member States, and all rights, privileges and benefits

1 conferred by this Compact may be terminated on the effective date of  
2 termination. A cure of the default does not relieve the offending State  
3 of obligations or liabilities incurred during the period of default.

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

9 4. A State that has been terminated is responsible for all assess-  
10 ments, obligations, and liabilities incurred through the effective date  
11 of termination, including obligations that extend beyond the effective  
12 date of termination.

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

17 6. The defaulting State may appeal the action of the Commission by  
18 petitioning the U.S. District Court for the District of Columbia or the  
19 federal district where the Commission has its principal offices. The  
20 prevailing member shall be awarded all costs of such litigation, includ-  
21 ing reasonable attorney's fees.

22 C. Dispute Resolution.

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

26 2. The Commission shall promulgate a Rule providing for both mediation  
27 and binding dispute resolution for disputes as appropriate.

28 D. Enforcement.

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

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

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

42 SECTION 12.

43 DATE OF IMPLEMENTATION OF THE INTERSTATE COMMISSION FOR  
44 OCCUPATIONAL

45 THERAPY PRACTICE AND ASSOCIATED RULES, WITHDRAWAL, AND AMENDMENT

46 A. The Compact shall come into effect on the date on which the Compact  
47 statute is enacted into law in the tenth Member State. The provisions,  
48 which become effective at that time, shall be limited to the powers  
49 granted to the Commission relating to assembly and the promulgation of  
50 Rules. Thereafter, the Commission shall meet and exercise Rulemaking  
51 powers necessary to the implementation and administration of the  
52 Compact.

53 B. Any State that joins the Compact subsequent to the Commission's  
54 initial adoption of the Rules shall be subject to the Rules as they

1 exist on the date on which the Compact becomes law in that State. Any  
2 Rule that has been previously adopted by the Commission shall have the  
3 full force and effect of law on the day the Compact becomes law in that  
4 State.

5 C. Any Member State may withdraw from this Compact by enacting a stat-  
6 ute repealing the same.

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

9 2. Withdrawal shall not affect the continuing requirement of the with-  
10 drawing State's Occupational Therapy Licensing Board to comply with the  
11 investigative and Adverse Action reporting requirements of this act  
12 prior to the effective date of withdrawal.

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

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

#### 20 SECTION 13.

#### 21 CONSTRUCTION AND SEVERABILITY

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

#### 34 SECTION 14.

#### 35 BINDING EFFECT OF COMPACT AND OTHER LAWS

36 A. A Licensee providing Occupational Therapy in a Remote State under  
37 the Compact Privilege shall function within the laws and regulations of  
38 the Remote State.

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

41 C. Any laws in a Member State in conflict with the Compact are super-  
42 seded to the extent of the conflict.

43 D. Any lawful actions of the Commission, including all Rules and  
44 bylaws promulgated by the Commission, are binding upon the Member  
45 States.

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

48 F. In the event any provision of the Compact exceeds the constitu-  
49 tional limits imposed on the legislature of any Member State, the  
50 provision shall be ineffective to the extent of the conflict with the  
51 constitutional provision in question in that Member State.

1 § 2. This act shall take effect on the ninetieth day after it shall  
2 have become a law. Effective immediately, the addition, amendment  
3 and/or repeal of any rule or regulation necessary for the implementation  
4 of this act on its effective date are authorized to be made and  
5 completed on or before such effective date.

6 PART C

7 Section 1. The education law is amended by adding a new section 8209-a  
8 to read as follows:

9 § 8209-a. Audiology and Speech-Language Pathology Interstate Compact.  
10 The audiology and speech-language pathology interstate compact is hereby  
11 enacted into law and entered into with all jurisdictions legally joining  
12 therein in the form substantially as follows:

13 AUDIOLOGY AND SPEECH-LANGUAGE PATHOLOGY INTERSTATE COMPACT

14 SECTION 1.

15 PURPOSE

16 The purpose of this Compact is to facilitate interstate practice of  
17 audiology and speech-language pathology with the goal of improving  
18 public access to audiology and speech-language pathology services. The  
19 practice of audiology and speech-language pathology occurs in the state  
20 where the patient/client/student is located at the time of the  
21 patient/client/student encounter. The Compact preserves the regulatory  
22 authority of states to protect public health and safety through the  
23 current system of state licensure.

24 This Compact is designed to achieve the following objectives:

25 1. Increase public access to audiology and speech-language pathology  
26 services by providing for the mutual recognition of other member state  
27 licenses;

28 2. Enhance the states' ability to protect the public's health and  
29 safety;

30 3. Encourage the cooperation of member states in regulating multistate  
31 audiology and speech-language pathology practice;

32 4. Support spouses of relocating active duty military personnel;

33 5. Enhance the exchange of licensure, investigative and disciplinary  
34 information between member states;

35 6. Allow a remote state to hold a provider of services with a compact  
36 privilege in that state accountable to that state's practice standards;  
37 and

38 7. Allow for the use of telehealth technology to facilitate increased  
39 access to audiology and speech-language pathology services.

40 SECTION 2.

41 DEFINITIONS

42 As used in this Compact, and except as otherwise provided, the follow-  
43 ing definitions shall apply:

44 A. "Active duty military" means full-time duty status in the active  
45 uniformed service of the United States, including members of the  
46 National Guard and Reserve on active duty orders pursuant to 10 U.S.C.  
47 Chapter 1209 and 1211.

48 B. "Adverse action" means any administrative, civil, equitable or  
49 criminal action permitted by a state's laws which is imposed by a  
50 licensing board or other authority against an audiologist or speech-lan-

1 guage pathologist, including actions against an individual's license or  
2 privilege to practice such as revocation, suspension, probation, moni-  
3 toring of the licensee, or restriction on the licensee's practice.

4 C. "Alternative program" means a non-disciplinary monitoring process  
5 approved by an audiology or speech-language pathology licensing board to  
6 address impaired practitioners.

7 D. "Audiologist" means an individual who is licensed by a state to  
8 practice audiology.

9 E. "Audiology" means the care and services provided by a licensed  
10 audiologist as set forth in the member state's statutes and rules.

11 F. "Audiology and Speech-Language Pathology Compact Commission" or  
12 "Commission" means the national administrative body whose membership  
13 consists of all states that have enacted the Compact.

14 G. "Audiology and speech-language pathology licensing board," "audiol-  
15 ogy licensing board," "speech-language pathology licensing board," or  
16 "licensing board" means the agency of a state that is responsible for  
17 the licensing and regulation of audiologists and/or speech-language  
18 pathologists.

19 H. "Compact privilege" means the authorization granted by a remote  
20 state to allow a licensee from another member state to practice as an  
21 audiologist or speech-language pathologist in the remote state under its  
22 laws and rules. The practice of audiology or speech-language pathology  
23 occurs in the member state where the patient/client/student is located  
24 at the time of the patient/client/student encounter.

25 I. "Current significant investigative information" means investigative  
26 information that a licensing board, after an inquiry or investigation  
27 that includes notification and an opportunity for the audiologist or  
28 speech-language pathologist to respond, if required by state law, has  
29 reason to believe is not groundless and, if proved true, would indicate  
30 more than a minor infraction.

31 J. "Data system" means a repository of information about licensees,  
32 including, but not limited to, continuing education, examination, licen-  
33 sure, investigative, compact privilege and adverse action.

34 K. "Encumbered license" means a license in which an adverse action  
35 restricts the practice of audiology or speech-language pathology by the  
36 licensee and said adverse action has been reported to the National Prac-  
37 titioners Data Bank (NPDB).

38 L. "Executive Committee" means a group of directors elected or  
39 appointed to act on behalf of, and within the powers granted to them by,  
40 the Commission.

41 M. "Home state" means the member state that is the licensee's primary  
42 state of residence.

43 N. "Impaired practitioner" means individuals whose professional prac-  
44 tice is adversely affected by substance abuse, addiction, or other  
45 health-related conditions.

46 O. "Licensee" means an individual who currently holds an authorization  
47 from the state licensing board to practice as an audiologist or speech-  
48 language pathologist.

49 P. "Member state" means a state that has enacted the Compact.

50 Q. "Privilege to practice" means a legal authorization permitting the  
51 practice of audiology or speech-language pathology in a remote state.

52 R. "Remote state" means a member state other than the home state where  
53 a licensee is exercising or seeking to exercise the compact privilege.

54 S. "Rule" means a regulation, principle or directive promulgated by  
55 the Commission that has the force of law.

1 T. "Single-state license" means an audiology or speech-language  
2 pathology license issued by a member state that authorizes practice only  
3 within the issuing state and does not include a privilege to practice in  
4 any other member state.

5 U. "Speech-language pathologist" means an individual who is licensed  
6 by a state to practice speech-language pathology.

7 V. "Speech-language pathology means the care and services provided by  
8 a licensed speech-language pathologist as set forth in the member  
9 state's statutes and rules.

10 W. "State" means any state, commonwealth, district or territory of the  
11 United States of America that regulates the practice of audiology and  
12 speech-language pathology.

13 X. "State practice laws" means a member state's laws, rules and regu-  
14 lations that govern the practice of audiology or speech-language pathol-  
15 ogy, define the scope of audiology or speech-language pathology prac-  
16 tice, and create the methods and grounds for imposing discipline.

17 Y. "Telehealth" means the application of telecommunication technology  
18 to deliver audiology or speech-language pathology services at a distance  
19 for assessment, intervention and/or consultation.

### 20 SECTION 3.

#### 21 STATE PARTICIPATION IN THE COMPACT

22 A. A license issued to an audiologist or speech-language pathologist  
23 by a home state to a resident in that state shall be recognized by each  
24 member state as authorizing an audiologist or speech-language patholo-  
25 gist to practice audiology or speech-language pathology, under a privi-  
26 lege to practice, in each member state.

27 B. A state must implement or utilize procedures for considering the  
28 criminal history records of applicants for initial privilege to prac-  
29 tice. These procedures shall include the submission of fingerprints or  
30 other biometric-based information by applicants for the purpose of  
31 obtaining an applicant's criminal history record information from the  
32 Federal Bureau of Investigation and the agency responsible for retaining  
33 that state's criminal records.

34 1. A member state must fully implement a criminal background check  
35 requirement, within a time frame established by rule, by receiving the  
36 results of the Federal Bureau of Investigation record search on criminal  
37 background checks and use the results in making licensure decisions.

38 2. Communication between a member state, the Commission and among  
39 member states regarding the verification of eligibility for licensure  
40 through the Compact shall not include any information received from the  
41 Federal Bureau of Investigation relating to a federal criminal records  
42 check performed by a member state under Public Law 92-544.

43 C. Upon application for a privilege to practice, the licensing board  
44 in the issuing remote state shall ascertain, through the data system,  
45 whether the applicant has ever held, or is the holder of, a license  
46 issued by any other state, whether there are any encumbrances on any  
47 license or privilege to practice held by the applicant, whether any  
48 adverse action has been taken against any license or privilege to prac-  
49 tice held by the applicant.

50 D. Each member state shall require an applicant to obtain or retain a  
51 license in the home state and meet the home state's qualifications for  
52 licensure or renewal of licensure, as well as, all other applicable  
53 state laws.

54 E. For an audiologist:



1 1. Must meet one of the following educational requirements:

2 a. On or before, Dec. 31, 2007, has graduated with a master's degree  
3 or doctorate in audiology, or equivalent degree regardless of degree  
4 name, from a program that is accredited by an accrediting agency recog-  
5 nized by the Council for Higher Education Accreditation, or its succes-  
6 sor, or by the United States Department of Education and operated by a  
7 college or university accredited by a regional or national accrediting  
8 organization recognized by the board; or

9 b. On or after, Jan. 1, 2008, has graduated with a Doctoral degree in  
10 audiology, or equivalent degree, regardless of degree name, from a  
11 program that is accredited by an accrediting agency recognized by the  
12 Council for Higher Education Accreditation, or its successor, or by the  
13 United States Department of Education and operated by a college or  
14 university accredited by a regional or national accrediting organization  
15 recognized by the board; or

16 c. Has graduated from an audiology program that is housed in an insti-  
17 tution of higher education outside of the United States (a) for which  
18 the program and institution have been approved by the authorized accred-  
19 iting body in the applicable country and (b) the degree program has been  
20 verified by an independent credentials review agency to be comparable to  
21 a state licensing board-approved program.

22 2. Has completed a supervised clinical practicum experience from an  
23 accredited educational institution or its cooperating programs as  
24 required by the Commission;

25 3. Has successfully passed a national examination approved by the  
26 Commission;

27 4. Holds an active, unencumbered license;

28 5. Has not been convicted or found guilty, and has not entered into an  
29 agreed disposition, of a felony related to the practice of audiology,  
30 under applicable state or federal criminal law;

31 6. Has a valid United States Social Security or National Practitioner  
32 Identification number.

33 F. For a speech-language pathologist:

34 1. Must meet one of the following educational requirements:

35 a. Has graduated with a master's degree from a speech-language pathol-  
36 ogy program that is accredited by an organization recognized by the  
37 United States Department of Education and operated by a college or  
38 university accredited by a regional or national accrediting organization  
39 recognized by the board; or

40 b. Has graduated from a speech-language pathology program that is  
41 housed in an institution of higher education outside of the United  
42 States (a) for which the program and institution have been approved by  
43 the authorized accrediting body in the applicable country and (b) the  
44 degree program has been verified by an independent credentials review  
45 agency to be comparable to a state licensing board-approved program.

46 2. Has completed a supervised clinical practicum experience from an  
47 educational institution or its cooperating programs as required by the  
48 Commission;

49 3. Has completed a supervised postgraduate professional experience as  
50 required by the Commission;

51 4. Has successfully passed a national examination approved by the  
52 Commission;

53 5. Holds an active, unencumbered license;

54 6. Has not been convicted or found guilty, and has not entered into an  
55 agreed disposition, of a felony related to the practice of speech-lan-  
56 guage pathology, under applicable state or federal criminal law;

1 7. Has a valid United States Social Security or National Practitioner  
2 Identification number.

3 G. The privilege to practice is derived from the home state license.

4 H. An audiologist or speech-language pathologist practicing in a  
5 member state must comply with the state practice laws of the state in  
6 which the client is located at the time service is provided. The prac-  
7 tice of audiology and speech-language pathology shall include all  
8 audiology and speech-language pathology practice as defined by the state  
9 practice laws of the member state in which the client is located. The  
10 practice of audiology and speech-language pathology in a member state  
11 under a privilege to practice shall subject an audiologist or speech-  
12 language pathologist to the jurisdiction of the licensing board, the  
13 courts and the laws of the member state in which the client is located  
14 at the time service is provided.

15 I. Individuals not residing in a member state shall continue to be  
16 able to apply for a member state's single-state license as provided  
17 under the laws of each member state. However, the single-state license  
18 granted to these individuals shall not be recognized as granting the  
19 privilege to practice audiology or speech-language pathology in any  
20 other member state. Nothing in this Compact shall affect the require-  
21 ments established by a member state for the issuance of a single-state  
22 license.

23 J. Member states may charge a fee for granting a compact privilege.

24 K. Member states must comply with the bylaws and rules and regulations  
25 of the Commission.

26 SECTION 4.  
27 COMPACT PRIVILEGE

28 A. To exercise the compact privilege under the terms and provisions of  
29 the Compact, the audiologist or speech-language pathologist shall:

30 1. Hold an active license in the home state;

31 2. Have no encumbrance on any state license;

32 3. Be eligible for a compact privilege in any member state in accord-  
33 ance with Section 3;

34 4. Have not had any adverse action against any license or compact  
35 privilege within the previous 2 years from date of application;

36 5. Notify the Commission that the licensee is seeking the compact  
37 privilege within a remote state(s);

38 6. Pay any applicable fees, including any state fee, for the compact  
39 privilege;

40 7. Report to the Commission adverse action taken by any non-member  
41 state within 30 days from the date the adverse action is taken.

42 B. For the purposes of the compact privilege, an audiologist or  
43 speech-language pathologist shall only hold one home state license at a  
44 time.

45 C. Except as provided in Section 6, if an audiologist or speech-lan-  
46 guage pathologist changes primary state of residence by moving between  
47 two-member states, the audiologist or speech-language pathologist must  
48 apply for licensure in the new home state, and the license issued by the  
49 prior home state shall be deactivated in accordance with applicable  
50 rules adopted by the Commission.

51 D. The audiologist or speech-language pathologist may apply for licen-  
52 sure in advance of a change in primary state of residence.

53 E. A license shall not be issued by the new home state until the  
54 audiologist or speech-language pathologist provides satisfactory

1 evidence of a change in primary state of residence to the new home state  
2 and satisfies all applicable requirements to obtain a license from the  
3 new home state.

4 F. If an audiologist or speech-language pathologist changes primary  
5 state of residence by moving from a member state to a non-member state,  
6 the license issued by the prior home state shall convert to a single-  
7 state license, valid only in the former home state.

8 G. The compact privilege is valid until the expiration date of the  
9 home state license. The licensee must comply with the requirements of  
10 Section 4A to maintain the compact privilege in the remote state.

11 H. A licensee providing audiology or speech-language pathology  
12 services in a remote state under the compact privilege shall function  
13 within the laws and regulations of the remote state.

14 I. A licensee providing audiology or speech-language pathology  
15 services in a remote state is subject to that state's regulatory author-  
16 ity. A remote state may, in accordance with due process and that state's  
17 laws, remove a licensee's compact privilege in the remote state for a  
18 specific period of time, impose fines, and/or take any other necessary  
19 actions to protect the health and safety of its citizens.

20 J. If a home state license is encumbered, the licensee shall lose the  
21 compact privilege in any remote state until the following occur:

22 1. The home state license is no longer encumbered; and

23 2. Two years have elapsed from the date of the adverse action.

24 K. Once an encumbered license in the home state is restored to good  
25 standing, the licensee must meet the requirements of Section 4A to  
26 obtain a compact privilege in any remote state.

27 L. Once the requirements of Section 4J have been met, the licensee  
28 must meet the requirements in Section 4A to obtain a compact privilege  
29 in a remote state.

#### 30 SECTION 5.

#### 31 COMPACT PRIVILEGE TO PRACTICE TELEHEALTH

32 Member states shall recognize the right of an audiologist or speech-  
33 language pathologist, licensed by a home state in accordance with  
34 Section 3 and under rules promulgated by the Commission, to practice  
35 audiology or speech-language pathology in any member state via tele-  
36 health under a privilege to practice as provided in the Compact and  
37 rules promulgated by the Commission.

#### 38 SECTION 6.

#### 39 ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

40 Active duty military personnel, or their spouse, shall designate a  
41 home state where the individual has a current license in good standing.  
42 The individual may retain the home state designation during the period  
43 the service member is on active duty. Subsequent to designating a home  
44 state, the individual shall only change their home state through appli-  
45 cation for licensure in the new state.

#### 46 SECTION 7.

#### 47 ADVERSE ACTIONS

48 A. In addition to the other powers conferred by state law, a remote  
49 state shall have the authority, in accordance with existing state due  
50 process law, to:

1 1. Take adverse action against an audiologist's or speech-language  
2 pathologist's privilege to practice within that member state.

3 2. Issue subpoenas for both hearings and investigations that require  
4 the attendance and testimony of witnesses as well as the production of  
5 evidence. Subpoenas issued by a licensing board in a member state for  
6 the attendance and testimony of witnesses or the production of evidence  
7 from another member state shall be enforced in the latter state by any  
8 court of competent jurisdiction, according to the practice and procedure  
9 of that court applicable to subpoenas issued in proceedings pending  
10 before it. The issuing authority shall pay any witness fees, travel  
11 expenses, mileage and other fees required by the service statutes of the  
12 state in which the witnesses or evidence are located.

13 3. Only the home state shall have the power to take adverse action  
14 against a audiologist's or speech-language pathologist's license issued  
15 by the home state.

16 B. For purposes of taking adverse action, the home state shall give  
17 the same priority and effect to reported conduct received from a member  
18 state as it would if the conduct had occurred within the home state. In  
19 so doing, the home state shall apply its own state laws to determine  
20 appropriate action.

21 C. The home state shall complete any pending investigations of an  
22 audiologist or speech-language pathologist who changes primary state of  
23 residence during the course of the investigations. The home state shall  
24 also have the authority to take appropriate action(s) and shall promptly  
25 report the conclusions of the investigations to the administrator of the  
26 data system. The administrator of the coordinated licensure information  
27 system shall promptly notify the new home state of any adverse actions.

28 D. If otherwise permitted by state law, the member state may recover  
29 from the affected audiologist or speech-language pathologist the costs  
30 of investigations and disposition of cases resulting from any adverse  
31 action taken against that audiologist or speech-language pathologist.

32 E. The member state may take adverse action based on the factual find-  
33 ings of the remote state, provided that the member state follows the  
34 member state's own procedures for taking the adverse action.

35 F. Joint Investigations.

36 1. In addition to the authority granted to a member state by its  
37 respective audiology or speech-language pathology practice act or other  
38 applicable state law, any member state may participate with other member  
39 states in joint investigations of licensees.

40 2. Member states shall share any investigative, litigation, or compli-  
41 ance materials in furtherance of any joint or individual investigation  
42 initiated under the Compact.

43 G. If adverse action is taken by the home state against an  
44 audiologist's or speech language pathologist's license, the  
45 audiologist's or speech-language pathologist's privilege to practice in  
46 all other member states shall be deactivated until all encumbrances have  
47 been removed from the state license. All home state disciplinary orders  
48 that impose adverse action against an audiologist's or speech language  
49 pathologist's license shall include a statement that the audiologist's  
50 or speech-language pathologist's privilege to practice is deactivated in  
51 all member states during the pendency of the order.

52 H. If a member state takes adverse action, it shall promptly notify  
53 the administrator of the data system. The administrator of the data  
54 system shall promptly notify the home state of any adverse actions by  
55 remote states.

1 I. Nothing in this Compact shall override a member state's decision  
2 that participation in an alternative program may be used in lieu of  
3 adverse action.

4 SECTION 8.  
5 ESTABLISHMENT OF THE AUDIOLOGY AND SPEECH-LANGUAGE PATHOLOGY  
6 COMPACT COMMISSION

7 A. The Compact member states hereby create and establish a joint  
8 public agency known as the Audiology and Speech-Language Pathology  
9 Compact Commission:

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

11 2. Venue is proper and judicial proceedings by or against the Commis-  
12 sion shall be brought solely and exclusively in a court of competent  
13 jurisdiction where the principal office of the Commission is located.  
14 The Commission may waive venue and jurisdictional defenses to the extent  
15 it adopts or consents to participate in alternative dispute resolution  
16 proceedings.

17 3. Nothing in this Compact shall be construed to be a waiver of sover-  
18 eign immunity.

19 B. Membership, Voting and Meetings.

20 1. Each member state shall have two (2) delegates selected by that  
21 member state's licensing board. The delegates shall be current members  
22 of the licensing board. One shall be an audiologist and one shall be a  
23 speech-language pathologist.

24 2. An additional five (5) delegates, who are either a public member or  
25 board administrator from a state licensing board, shall be chosen by the  
26 Executive Committee from a pool of nominees provided by the Commission  
27 at Large.

28 3. Any delegate may be removed or suspended from office as provided by  
29 the law of the state from which the delegate is appointed.

30 4. The member state board shall fill any vacancy occurring on the  
31 Commission, within 90 days.

32 5. Each delegate shall be entitled to one (1) vote with regard to the  
33 promulgation of rules and creation of bylaws and shall otherwise have an  
34 opportunity to participate in the business and affairs of the Commis-  
35 sion.

36 6. A delegate shall vote in person or by other means as provided in  
37 the bylaws. The bylaws may provide for delegates' participation in meet-  
38 ings by telephone or other means of communication.

39 7. The Commission shall meet at least once during each calendar year.  
40 Additional meetings shall be held as set forth in the bylaws.

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

42 1. Establish the fiscal year of the Commission;

43 2. Establish bylaws;

44 3. Establish a Code of Ethics;

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

46 5. Meet and take actions as are consistent with the provisions of this  
47 Compact and the bylaws;

48 6. Promulgate uniform rules to facilitate and coordinate implementa-  
49 tion and administration of this Compact. The rules shall have the force  
50 and effect of law and shall be binding in all member states;

51 7. Bring and prosecute legal proceedings or actions in the name of the  
52 Commission, provided that the standing of any state audiology or speech-  
53 language pathology licensing board to sue or be sued under applicable  
54 law shall not be affected;

- 1 8. Purchase and maintain insurance and bonds;
- 2 9. Borrow, accept, or contract for services of personnel, including,
- 3 but not limited to, employees of a member state;
- 4 10. Hire employees, elect or appoint officers, fix compensation,
- 5 define duties, grant individuals appropriate authority to carry out the
- 6 purposes of the Compact, and to establish the Commission's personnel
- 7 policies and programs relating to conflicts of interest, qualifications
- 8 of personnel, and other related personnel matters;
- 9 11. Accept any and all appropriate donations and grants of money,
- 10 equipment, supplies, materials and services, and to receive, utilize and
- 11 dispose of the same; provided that at all times the Commission shall
- 12 avoid any appearance of impropriety and/or conflict of interest;
- 13 12. Lease, purchase, accept appropriate gifts or donations of, or
- 14 otherwise to own, hold, improve or use, any property, real, personal or
- 15 mixed; provided that at all times the Commission shall avoid any appear-
- 16 ance of impropriety;
- 17 13. Sell convey, mortgage, pledge, lease, exchange, abandon, or other-
- 18 wise dispose of any property real, personal, or mixed;
- 19 14. Establish a budget and make expenditures;
- 20 15. Borrow money;
- 21 16. Appoint committees, including standing committees composed of
- 22 members, and other interested persons as may be designated in this
- 23 Compact and the bylaws;
- 24 17. Provide and receive information from, and cooperate with, law
- 25 enforcement agencies;
- 26 18. Establish and elect an Executive Committee; and
- 27 19. Perform other functions as may be necessary or appropriate to
- 28 achieve the purposes of this Compact consistent with the state regu-
- 29 lation of audiology and speech-language pathology licensure and prac-
- 30 tice.
- 31 D. The Executive Committee.
- 32 The Executive Committee shall have the power to act on behalf of the
- 33 Commission according to the terms of this Compact:
- 34 1. The Executive Committee shall be composed of ten (10) members:
- 35 a. Seven (7) voting members who are elected by the Commission from the
- 36 current membership of the Commission;
- 37 b. Two (2) ex-officios, consisting of one nonvoting member from a
- 38 recognized national audiology professional association and one nonvoting
- 39 member from a recognized national speech-language pathology association;
- 40 and
- 41 c. One (1) ex-officio, nonvoting member from the recognized membership
- 42 organization of the audiology and speech-language pathology licensing
- 43 boards.
- 44 E. The ex-officio members shall be selected by their respective organ-
- 45 izations.
- 46 1. The Commission may remove any member of the Executive Committee as
- 47 provided in bylaws.
- 48 2. The Executive Committee shall meet at least annually.
- 49 3. The Executive Committee shall have the following duties and respon-
- 50 sibilities:
- 51 a. Recommend to the entire Commission changes to the rules or bylaws,
- 52 changes to this Compact legislation, fees paid by Compact member states
- 53 such as annual dues, and any commission Compact fee charged to licensees
- 54 for the compact privilege;
- 55 b. Ensure Compact administration services are appropriately provided,
- 56 contractual or otherwise;

- 1 c. Prepare and recommend the budget;  
2 d. Maintain financial records on behalf of the Commission;  
3 e. Monitor Compact compliance of member states and provide compliance  
4 reports to the Commission;  
5 f. Establish additional committees as necessary; and  
6 g. Other duties as provided in rules or bylaws.  
7 4. Meetings of the Commission.

8 All meetings shall be open to the public, and public notice of meet-  
9 ings shall be given in the same manner as required under the rulemaking  
10 provisions in Section 10.

11 5. The Commission or the Executive Committee or other committees of  
12 the Commission may convene in a closed, non-public meeting if the  
13 Commission or Executive Committee or other committees of the Commission  
14 must discuss:

15 a. Non-compliance of a member state with its obligations under the  
16 Compact;

17 b. The employment, compensation, discipline or other matters, prac-  
18 tices or procedures related to specific employees or other matters  
19 related to the Commission's internal personnel practices and procedures;

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

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

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

24 f. Disclosure of trade secrets or commercial or financial information  
25 that is privileged or confidential;

26 g. Disclosure of information of a personal nature where disclosure  
27 would constitute a clearly unwarranted invasion of personal privacy;

28 h. Disclosure of investigative records compiled for law enforcement  
29 purposes;

30 i. Disclosure of information related to any investigative reports  
31 prepared by or on behalf of or for use of the Commission or other  
32 committee charged with responsibility of investigation or determination  
33 of compliance issues pursuant to the Compact; or

34 j. Matters specifically exempted from disclosure by federal or member  
35 state statute.

36 6. If a meeting, or portion of a meeting, is closed pursuant to this  
37 provision, the Commission's legal counsel or designee shall certify that  
38 the meeting may be closed and shall reference each relevant exempting  
39 provision.

40 7. The Commission shall keep minutes that fully and clearly describe  
41 all matters discussed in a meeting and shall provide a full and accurate  
42 summary of actions taken, and the reasons therefore, including a  
43 description of the views expressed. All documents considered in  
44 connection with an action shall be identified in minutes. All minutes  
45 and documents of a closed meeting shall remain under seal, subject to  
46 release by a majority vote of the Commission or order of a court of  
47 competent jurisdiction.

48 8. Financing of the Commission.

49 a. The Commission shall pay, or provide for the payment of, the  
50 reasonable expenses of its establishment, organization, and ongoing  
51 activities.

52 b. The Commission may accept any and all appropriate revenue sources,  
53 donations, and grants of money, equipment, supplies, materials, and  
54 services.

55 c. The Commission may levy on and collect an annual assessment from  
56 each member state or impose fees on other parties to cover the cost of

1 the operations and activities of the Commission and its staff, which  
2 must be in a total amount sufficient to cover its annual budget as  
3 approved each year for which revenue is not provided by other sources.  
4 The aggregate annual assessment amount shall be allocated based upon a  
5 formula to be determined by the Commission, which shall promulgate a  
6 rule binding upon all member states.

7 9. The Commission shall not incur obligations of any kind prior to  
8 securing the funds adequate to meet the same; nor shall the Commission  
9 pledge the credit of any of the member states, except by and with the  
10 authority of the member state.

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

18 F. Qualified Immunity, Defense, and Indemnification.

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

30 2. The Commission shall defend any member, officer, executive direc-  
31 tor, employee or representative of the Commission in any civil action  
32 seeking to impose liability arising out of any actual or alleged act,  
33 error, or omission that occurred within the scope of Commission employ-  
34 ment, duties, or responsibilities, or that the person against whom the  
35 claim is made had a reasonable basis for believing occurred within the  
36 scope of Commission employment, duties, or responsibilities; provided  
37 that nothing herein shall be construed to prohibit that person from  
38 retaining his or her own counsel; and provided further, that the actual  
39 or alleged act, error, or omission did not result from that person's  
40 intentional or willful or wanton misconduct.

41 3. The Commission shall indemnify and hold harmless any member, offi-  
42 cer, executive director, employee, or representative of the Commission  
43 for the amount of any settlement or judgment obtained against that  
44 person arising out of any actual or alleged act, error or omission that  
45 occurred within the scope of Commission employment, duties, or responsi-  
46 bilities, or that person had a reasonable basis for believing occurred  
47 within the scope of Commission employment, duties, or responsibilities,  
48 provided that the actual or alleged act, error, or omission did not  
49 result from the intentional or willful or wanton misconduct of that  
50 person.

51 SECTION 9.  
52 DATA SYSTEM

53 A. The Commission shall provide for the development, maintenance, and  
54 utilization of a coordinated database and reporting system containing



1 licensure, adverse action, and investigative information on all licensed  
2 individuals in member states.

3 B. Notwithstanding any other provision of state law to the contrary, a  
4 member state shall submit a uniform data set to the data system on all  
5 individuals to whom this Compact is applicable as required by the rules  
6 of the Commission, including:

7 1. Identifying information;

8 2. Licensure data;

9 3. Adverse actions against a license or compact privilege;

10 4. Non-confidential information related to alternative program partic-  
11 ipation;

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

14 6. Other information that may facilitate the administration of this  
15 Compact, as determined by the rules of the Commission.

16 C. Investigative information pertaining to a licensee in any member  
17 state shall only be available to other member states.

18 D. The Commission shall promptly notify all member states of any  
19 adverse action taken against a licensee or an individual applying for a  
20 license. Adverse action information pertaining to a licensee in any  
21 member state shall be available to any other member state.

22 E. Member states contributing information to the data system may  
23 designate information that may not be shared with the public without the  
24 express permission of the contributing state.

25 F. Any information submitted to the data system that is subsequently  
26 required to be expunged by the laws of the member state contributing the  
27 information shall be removed from the data system.

28 SECTION 10.

29 RULEMAKING

30 A. The Commission shall exercise its rulemaking powers pursuant to the  
31 criteria set forth in this Section and the rules adopted thereunder.  
32 Rules and amendments shall become binding as of the date specified in  
33 each rule or amendment.

34 B. If a majority of the legislatures of the member states rejects a  
35 rule, by enactment of a statute or resolution in the same manner used to  
36 adopt the Compact within 4 years of the date of adoption of the rule,  
37 the rule shall have no further force and effect in any member state.

38 C. Rules or amendments to the rules shall be adopted at a regular or  
39 special meeting of the Commission.

40 D. Prior to promulgation and adoption of a final rule or rules by the  
41 Commission, and at least thirty (30) days in advance of the meeting at  
42 which the rule shall be considered and voted upon, the Commission shall  
43 file a Notice of Proposed Rulemaking:

44 1. On the website of the Commission or other publicly accessible plat-  
45 form; and

46 2. On the website of each member state audiology or speech-language  
47 pathology licensing board or other publicly accessible platform or the  
48 publication in which each state would otherwise publish proposed rules.

49 E. The Notice of Proposed Rulemaking shall include:

50 1. The proposed time, date, and location of the meeting in which the  
51 rule shall be considered and voted upon;

52 2. The text of the proposed rule or amendment and the reason for the  
53 proposed rule;

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

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

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

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

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

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

13 3. An association having at least twenty-five (25) members.

14 H. If a hearing is held on the proposed rule or amendment, the Commis-  
15 sion shall publish the place, time, and date of the scheduled public  
16 hearing. If the hearing is held via electronic means, the Commission  
17 shall publish the mechanism for access to the electronic hearing.

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

22 2. Hearings shall be conducted in a manner providing each person who  
23 wishes to comment a fair and reasonable opportunity to comment orally or  
24 in writing.

25 3. All hearings shall be recorded. A copy of the recording shall be  
26 made available on request.

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

30 I. Following the scheduled hearing date, or by the close of business  
31 on the scheduled hearing date if the hearing was not held, the Commis-  
32 sion shall consider all written and oral comments received.

33 J. If no written notice of intent to attend the public hearing by  
34 interested parties is received, the Commission may proceed with promul-  
35 gation of the proposed rule without a public hearing.

36 K. The Commission shall, by majority vote of all members, take final  
37 action on the proposed rule and shall determine the effective date of  
38 the rule, if any, based on the rulemaking record and the full text of  
39 the rule.

40 L. Upon determination that an emergency exists, the Commission may  
41 consider and adopt an emergency rule without prior notice, opportunity  
42 for comment, or hearing, provided that the usual rulemaking procedures  
43 provided in the Compact and in this section shall be retroactively  
44 applied to the rule as soon as reasonably possible, in no event later  
45 than ninety (90) days after the effective date of the rule. For the  
46 purposes of this provision, an emergency rule is one that must be  
47 adopted immediately in order to:

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

49 2. Prevent a loss of Commission or member state funds; or

50 3. Meet a deadline for the promulgation of an administrative rule that  
51 is established by federal law or rule.

52 M. The Commission or an authorized committee of the Commission may  
53 direct revisions to a previously adopted rule or amendment for purposes  
54 of correcting typographical errors, errors in format, errors in consist-  
55 ency, or grammatical errors. Public notice of any revisions shall be  
56 posted on the website of the Commission. The revision shall be subject

1 to challenge by any person for a period of thirty (30) days after post-  
2 ing. The revision may be challenged only on grounds that the revision  
3 results in a material change to a rule. A challenge shall be made in  
4 writing and delivered to the chair of the Commission prior to the end of  
5 the notice period. If no challenge is made, the revision shall take  
6 effect without further action. If the revision is challenged, the  
7 revision may not take effect without the approval of the Commission.

8 SECTION 11.

9 OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

10 A. Dispute Resolution.

11 1. Upon request by a member state, the Commission shall attempt to  
12 resolve disputes related to the Compact that arise among member states  
13 and between member and non-member states.

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

16 B. Enforcement.

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

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

27 3. The remedies herein shall not be the exclusive remedies of the  
28 Commission. The Commission may pursue any other remedies available under  
29 federal or state law.

30 SECTION 12.

31 DATE OF IMPLEMENTATION OF THE INTERSTATE COMMISSION FOR  
32 AUDIOLOGY AND  
33 SPEECH-LANGUAGE PATHOLOGY PRACTICE AND ASSOCIATED RULES, WITHDRAWAL, AND  
34 AMENDMENT

35 A. The Compact shall come into effect on the date on which the Compact  
36 statute is enacted into law in the 10th member state. The provisions,  
37 which become effective at that time, shall be limited to the powers  
38 granted to the Commission relating to assembly and the promulgation of  
39 rules. Thereafter, the Commission shall meet and exercise rulemaking  
40 powers necessary to the implementation and administration of the  
41 Compact.

42 B. Any state that joins the Compact subsequent to the Commission's  
43 initial adoption of the rules shall be subject to the rules as they  
44 exist on the date on which the Compact becomes law in that state. Any  
45 rule that has been previously adopted by the Commission shall have the  
46 full force and effect of law on the day the Compact becomes law in that  
47 state.

48 C. Any member state may withdraw from this Compact by enacting a stat-  
49 ute repealing the same.

50 1. A member state's withdrawal shall not take effect until six (6)  
51 months after enactment of the repealing statute.

1 2. Withdrawal shall not affect the continuing requirement of the with-  
2 drawing state's audiology or speech-language pathology licensing board  
3 to comply with the investigative and adverse action reporting require-  
4 ments of this act prior to the effective date of withdrawal.

5 D. Nothing contained in this Compact shall be construed to invalidate  
6 or prevent any audiology or speech-language pathology licensure agree-  
7 ment or other cooperative arrangement between a member state and a non-  
8 member state that does not conflict with the provisions of this Compact.

9 E. This Compact may be amended by the member states. No amendment to  
10 this Compact shall become effective and binding upon any member state  
11 until it is enacted into the laws of all member states.

12 SECTION 13.

13 CONSTRUCTION AND SEVERABILITY

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

26 SECTION 14.

27 BINDING EFFECT OF COMPACT AND OTHER LAWS

28 A. Nothing herein prevents the enforcement of any other law of a  
29 member state that is not inconsistent with the Compact.

30 B. All laws in a member state in conflict with the Compact are super-  
31 seded to the extent of the conflict.

32 C. All lawful actions of the Commission, including all rules and  
33 bylaws promulgated by the Commission, are binding upon the member  
34 states.

35 D. All agreements between the Commission and the member states are  
36 binding in accordance with their terms.

37 E. In the event any provision of the Compact exceeds the constitu-  
38 tional limits imposed on the legislature of any member state, the  
39 provision shall be ineffective to the extent of the conflict with the  
40 constitutional provision in question in that member state.

41 § 2. This act shall take effect on the ninetieth day after it shall  
42 have become a law. Effective immediately, the addition, amendment  
43 and/or repeal of any rule or regulation necessary for the implementation  
44 of this act on its effective date are authorized to be made and  
45 completed on or before such effective date.

46 § 2. Severability clause. If any clause, sentence, paragraph, subdivi-  
47 sion, section or part of this act shall be adjudged by any court of  
48 competent jurisdiction to be invalid, such judgment shall not affect,  
49 impair, or invalidate the remainder thereof, but shall be confined in  
50 its operation to the clause, sentence, paragraph, subdivision, section  
51 or part thereof directly involved in the controversy in which such judg-  
52 ment shall have been rendered. It is hereby declared to be the intent of

1 the legislature that this act would have been enacted even if such  
2 invalid provisions had not been included herein.  
3 § 3. This act shall take effect immediately; provided, however, that  
4 the applicable effective date of Parts A through C of this act shall be  
5 as specifically set forth in the last section of such Parts.