

Senate Engrossed
occupational therapists; compact

State of Arizona
Senate
Fifty-fifth Legislature
Second Regular Session
2022

SENATE BILL 1468

AN ACT

AMENDING TITLE 32, CHAPTER 34, ARTICLE 2, ARIZONA REVISED STATUTES, BY
ADDING SECTION 32-3431; RELATING TO OCCUPATIONAL THERAPY LICENSURE.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 32, chapter 34, article 2, Arizona Revised
3 Statutes, is amended by adding section 32-3431, to read:

4 32-3431. Occupational therapy licensure compact

5 THE OCCUPATIONAL THERAPY LICENSURE COMPACT MODEL LEGISLATION IS
6 ADOPTED AND ENACTED INTO LAW AS FOLLOWS:

7 SECTION 1

8 PURPOSE

9 THE PURPOSE OF THIS COMPACT IS TO FACILITATE THE INTERSTATE PRACTICE
10 OF OCCUPATIONAL THERAPY WITH THE GOAL OF IMPROVING PUBLIC ACCESS TO
11 OCCUPATIONAL THERAPY SERVICES. THE PRACTICE OF OCCUPATIONAL THERAPY
12 OCCURS IN THE STATE WHERE THE PATIENT/CLIENT IS LOCATED AT THE TIME OF THE
13 PATIENT/CLIENT ENCOUNTER. THIS COMPACT PRESERVES THE REGULATORY AUTHORITY
14 OF STATES TO PROTECT PUBLIC HEALTH AND SAFETY THROUGH THE CURRENT SYSTEM
15 OF STATE LICENSURE. THIS COMPACT IS DESIGNED TO ACHIEVE THE FOLLOWING
16 OBJECTIVES:

17 1. INCREASE PUBLIC ACCESS TO OCCUPATIONAL THERAPY SERVICES BY
18 PROVIDING FOR THE MUTUAL RECOGNITION OF OTHER MEMBER STATE LICENSES.

19 2. ENHANCE THE STATES' ABILITY TO PROTECT THE PUBLIC'S HEALTH AND
20 SAFETY.

21 3. ENCOURAGE THE COOPERATION OF MEMBER STATES IN REGULATING
22 MULTISTATE OCCUPATIONAL THERAPY PRACTICE.

23 4. SUPPORT SPOUSES OF RELOCATING MILITARY MEMBERS.

24 5. ENHANCE THE EXCHANGE OF LICENSURE, INVESTIGATIVE AND
25 DISCIPLINARY INFORMATION BETWEEN MEMBER STATES.

26 6. ALLOW A REMOTE STATE TO HOLD A PROVIDER OF SERVICES WITH A
27 COMPACT PRIVILEGE IN THAT STATE ACCOUNTABLE TO THAT STATE'S PRACTICE
28 STANDARDS.

29 7. FACILITATE THE USE OF TELEHEALTH TECHNOLOGY IN ORDER TO INCREASE
30 ACCESS TO OCCUPATIONAL THERAPY SERVICES.

31 SECTION 2

32 DEFINITIONS

33 AS USED IN THIS COMPACT, AND EXCEPT AS OTHERWISE PROVIDED, THE
34 FOLLOWING DEFINITIONS APPLY:

35 1. "ACTIVE DUTY MILITARY" MEANS FULL-TIME DUTY STATUS IN THE ACTIVE
36 UNIFORMED SERVICE OF THE UNITED STATES, INCLUDING MEMBERS OF THE NATIONAL
37 GUARD AND RESERVE ON ACTIVE DUTY ORDERS PURSUANT TO 10 UNITED STATES CODE
38 CHAPTER 1209 AND 10 UNITED STATES CODE CHAPTER 1211.

39 2. "ADVERSE ACTION" MEANS ANY ADMINISTRATIVE, CIVIL, EQUITABLE OR
40 CRIMINAL ACTION ALLOWED BY A STATE'S LAWS THAT IS IMPOSED BY A LICENSING
41 BOARD OR OTHER AUTHORITY AGAINST AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL
42 THERAPY ASSISTANT, INCLUDING ACTIONS AGAINST AN INDIVIDUAL'S LICENSE OR
43 COMPACT PRIVILEGE SUCH AS CENSURE, REVOCATION, SUSPENSION, PROBATION,
44 MONITORING OF THE LICENSEE OR RESTRICTION ON THE LICENSEE'S PRACTICE.

1 3. "ALTERNATIVE PROGRAM" MEANS A NONDISCIPLINARY MONITORING PROCESS
2 APPROVED BY AN OCCUPATIONAL THERAPY LICENSING BOARD.

3 4. "COMPACT PRIVILEGE" MEANS THE AUTHORIZATION, WHICH IS EQUIVALENT
4 TO A LICENSE, GRANTED BY A REMOTE STATE TO ALLOW A LICENSEE FROM ANOTHER
5 MEMBER STATE TO PRACTICE AS AN OCCUPATIONAL THERAPIST OR PRACTICE AS AN
6 OCCUPATIONAL THERAPY ASSISTANT IN THE REMOTE STATE UNDER ITS LAWS AND
7 RULES. THE PRACTICE OF OCCUPATIONAL THERAPY OCCURS IN THE MEMBER STATE
8 WHERE THE PATIENT/CLIENT IS LOCATED AT THE TIME OF THE PATIENT/CLIENT
9 ENCOUNTER.

10 5. "CONTINUING COMPETENCE/EDUCATION" MEANS A REQUIREMENT, AS A
11 CONDITION OF LICENSE RENEWAL, TO PROVIDE EVIDENCE OF PARTICIPATION IN,
12 AND/OR COMPLETION OF, EDUCATIONAL AND PROFESSIONAL ACTIVITIES RELEVANT TO
13 PRACTICE OR AREA OF WORK.

14 6. "CURRENT SIGNIFICANT INVESTIGATIVE INFORMATION" MEANS
15 INVESTIGATIVE INFORMATION THAT A LICENSING BOARD, AFTER AN INQUIRY OR
16 INVESTIGATION THAT INCLUDES NOTIFICATION AND AN OPPORTUNITY FOR THE
17 OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT TO RESPOND, IF
18 REQUIRED BY STATE LAW, HAS REASON TO BELIEVE IS NOT GROUNDLESS AND, IF
19 PROVED TRUE, WOULD INDICATE MORE THAN A MINOR INFRACTION.

20 7. "DATA SYSTEM" MEANS A REPOSITORY OF INFORMATION ABOUT LICENSEES,
21 INCLUDING BUT NOT LIMITED TO LICENSE STATUS, INVESTIGATIVE INFORMATION,
22 COMPACT PRIVILEGES, AND ADVERSE ACTIONS.

23 8. "ENCUMBERED LICENSE" MEANS A LICENSE IN WHICH AN ADVERSE ACTION
24 RESTRICTS THE PRACTICE OF OCCUPATIONAL THERAPY BY THE LICENSEE OR SAID
25 ADVERSE ACTION HAS BEEN REPORTED TO THE NATIONAL PRACTITIONERS DATA BANK.

26 9. "EXECUTIVE COMMITTEE" MEANS A GROUP OF DIRECTORS ELECTED OR
27 APPOINTED TO ACT ON BEHALF OF, AND WITHIN THE POWERS GRANTED TO THEM BY,
28 THE COMMISSION.

29 10. "HOME STATE" MEANS THE MEMBER STATE THAT IS THE LICENSEE'S
30 PRIMARY STATE OF RESIDENCE.

31 11. "IMPAIRED PRACTITIONER" MEANS INDIVIDUALS WHOSE PROFESSIONAL
32 PRACTICE IS ADVERSELY AFFECTED BY SUBSTANCE ABUSE, ADDICTION, OR OTHER
33 HEALTH-RELATED CONDITIONS.

34 12. "INVESTIGATIVE INFORMATION" MEANS INFORMATION, RECORDS, AND/OR
35 DOCUMENTS RECEIVED OR GENERATED BY AN OCCUPATIONAL THERAPY LICENSING BOARD
36 PURSUANT TO AN INVESTIGATION.

37 13. "JURISPRUDENCE REQUIREMENT" MEANS THE ASSESSMENT OF AN
38 INDIVIDUAL'S KNOWLEDGE OF THE LAWS AND RULES GOVERNING THE PRACTICE OF
39 OCCUPATIONAL THERAPY IN A STATE.

40 14. "LICENSEE" MEANS AN INDIVIDUAL WHO CURRENTLY HOLDS AN
41 AUTHORIZATION FROM THE STATE TO PRACTICE AS AN OCCUPATIONAL THERAPIST OR
42 AS AN OCCUPATIONAL THERAPY ASSISTANT.

43 15. "MEMBER STATE" MEANS A STATE THAT HAS ENACTED THE COMPACT.

44 16. "OCCUPATIONAL THERAPIST" MEANS AN INDIVIDUAL WHO IS LICENSED BY
45 A STATE TO PRACTICE OCCUPATIONAL THERAPY.

1 17. "OCCUPATIONAL THERAPY ASSISTANT" MEANS AN INDIVIDUAL WHO IS
2 LICENSED BY A STATE TO ASSIST IN THE PRACTICE OF OCCUPATIONAL THERAPY.

3 18. "OCCUPATIONAL THERAPY", "OCCUPATIONAL THERAPY PRACTICE" AND
4 "PRACTICE OF OCCUPATIONAL THERAPY" MEAN THE CARE AND SERVICES PROVIDED BY
5 AN OCCUPATIONAL THERAPIST OR AN OCCUPATIONAL THERAPY ASSISTANT AS SET
6 FORTH IN THE MEMBER STATE'S STATUTES AND REGULATIONS.

7 19. "OCCUPATIONAL THERAPY COMPACT COMMISSION" OR "COMMISSION" MEANS
8 THE NATIONAL ADMINISTRATIVE BODY WHOSE MEMBERSHIP CONSISTS OF ALL STATES
9 THAT HAVE ENACTED THIS COMPACT.

10 20. "OCCUPATIONAL THERAPY LICENSING BOARD" OR "LICENSING BOARD"
11 MEANS THE AGENCY OF A STATE THAT IS AUTHORIZED TO LICENSE AND REGULATE
12 OCCUPATIONAL THERAPISTS AND OCCUPATIONAL THERAPY ASSISTANTS.

13 21. "PRIMARY STATE OF RESIDENCE" MEANS THE STATE IN WHICH AN
14 OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT WHO IS NOT ACTIVE
15 DUTY MILITARY DECLARES A PRIMARY RESIDENCE FOR LEGAL PURPOSES AS VERIFIED
16 BY A DRIVER LICENSE, FEDERAL INCOME TAX RETURN, LEASE, DEED, MORTGAGE OR
17 VOTER REGISTRATION OR OTHER VERIFYING DOCUMENTATION AS FURTHER DEFINED BY
18 COMMISSION RULES.

19 22. "REMOTE STATE" MEANS A MEMBER STATE, OTHER THAN THE HOME STATE,
20 WHERE A LICENSEE IS EXERCISING OR SEEKING TO EXERCISE THE COMPACT
21 PRIVILEGE.

22 23. "RULE" MEANS A REGULATION ADOPTED BY THE COMMISSION THAT HAS
23 THE FORCE OF LAW.

24 24. "STATE" MEANS ANY STATE, COMMONWEALTH, DISTRICT OR TERRITORY OF
25 THE UNITED STATES THAT REGULATES THE PRACTICE OF OCCUPATIONAL THERAPY.

26 25. "SINGLE-STATE LICENSE" MEANS AN OCCUPATIONAL THERAPIST LICENSE
27 OR OCCUPATIONAL THERAPY ASSISTANT LICENSE ISSUED BY A MEMBER STATE THAT
28 AUTHORIZES PRACTICE ONLY WITHIN THE ISSUING STATE AND DOES NOT INCLUDE A
29 COMPACT PRIVILEGE IN ANY OTHER MEMBER STATE.

30 26. "TELEHEALTH" MEANS THE APPLICATION OF TELECOMMUNICATION
31 TECHNOLOGY TO DELIVER OCCUPATIONAL THERAPY SERVICES FOR ASSESSMENT,
32 INTERVENTION OR CONSULTATION, OR ANY COMBINATION OF THESE.

33 SECTION 3

34 STATE PARTICIPATION IN THE COMPACT

35 A. TO PARTICIPATE IN THE COMPACT, A MEMBER STATE SHALL:

36 1. LICENSE OCCUPATIONAL THERAPISTS AND OCCUPATIONAL THERAPY
37 ASSISTANTS.

38 2. PARTICIPATE FULLY IN THE COMMISSION'S DATA SYSTEM, INCLUDING
39 USING THE COMMISSION'S UNIQUE IDENTIFIER AS DEFINED IN RULES OF THE
40 COMMISSION.

41 3. HAVE A MECHANISM IN PLACE FOR RECEIVING AND INVESTIGATING
42 COMPLAINTS ABOUT LICENSEES.

43 4. NOTIFY THE COMMISSION, IN COMPLIANCE WITH THE TERMS OF THE
44 COMPACT AND RULES, OF ANY ADVERSE ACTION OR THE AVAILABILITY OF
45 INVESTIGATIVE INFORMATION REGARDING A LICENSEE.

1 4. BE ELIGIBLE FOR A COMPACT PRIVILEGE IN ANY MEMBER STATE IN
2 ACCORDANCE WITH SUBSECTIONS D, F, G AND H OF THIS SECTION.

3 5. HAVE PAID ALL FINES AND COMPLETED ALL REQUIREMENTS RESULTING
4 FROM ANY ADVERSE ACTION AGAINST ANY LICENSE OR COMPACT PRIVILEGE, AND TWO
5 YEARS HAVE ELAPSED FROM THE DATE OF SUCH COMPLETION.

6 6. NOTIFY THE COMMISSION THAT THE LICENSEE IS SEEKING THE COMPACT
7 PRIVILEGE WITHIN A REMOTE STATE OR STATES.

8 7. PAY ANY APPLICABLE FEES, INCLUDING ANY STATE FEE, FOR THE
9 COMPACT PRIVILEGE.

10 8. COMPLETE A CRIMINAL BACKGROUND CHECK IN ACCORDANCE WITH SECTION
11 3, SUBSECTION A, PARAGRAPH 5 OF THIS COMPACT. THE LICENSEE IS RESPONSIBLE
12 FOR THE PAYMENT OF ANY FEE ASSOCIATED WITH THE COMPLETION OF A CRIMINAL
13 BACKGROUND CHECK.

14 9. MEET ANY JURISPRUDENCE REQUIREMENTS ESTABLISHED BY THE REMOTE
15 STATE OR STATES IN WHICH THE LICENSEE IS SEEKING A COMPACT PRIVILEGE.

16 10. REPORT TO THE COMMISSION ADVERSE ACTION TAKEN BY ANY NONMEMBER
17 STATE WITHIN THIRTY DAYS AFTER THE DATE THE ADVERSE ACTION IS TAKEN.

18 B. THE COMPACT PRIVILEGE IS VALID UNTIL THE EXPIRATION DATE OF THE
19 HOME STATE LICENSE. THE LICENSEE MUST COMPLY WITH THE REQUIREMENTS OF
20 SUBSECTION A OF THIS SECTION TO MAINTAIN THE COMPACT PRIVILEGE IN THE
21 REMOTE STATE.

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

25 D. OCCUPATIONAL THERAPY ASSISTANTS PRACTICING IN A REMOTE STATE
26 SHALL BE SUPERVISED BY AN OCCUPATIONAL THERAPIST LICENSED OR HOLDING A
27 COMPACT PRIVILEGE IN THAT REMOTE STATE.

28 E. A LICENSEE PROVIDING OCCUPATIONAL THERAPY IN A REMOTE STATE IS
29 SUBJECT TO THAT STATE'S REGULATORY AUTHORITY. A REMOTE STATE, IN
30 ACCORDANCE WITH DUE PROCESS AND THAT STATE'S LAWS, MAY REMOVE A LICENSEE'S
31 COMPACT PRIVILEGE IN THE REMOTE STATE FOR A SPECIFIC PERIOD OF TIME,
32 IMPOSE FINES, OR TAKE ANY OTHER NECESSARY ACTIONS TO PROTECT THE HEALTH
33 AND SAFETY OF ITS CITIZENS. THE LICENSEE MAY BE INELIGIBLE FOR A COMPACT
34 PRIVILEGE IN ANY STATE UNTIL THE SPECIFIC TIME FOR REMOVAL HAS PASSED AND
35 ALL FINES ARE PAID.

36 F. IF A HOME STATE LICENSE IS ENCUMBERED, THE LICENSEE SHALL LOSE
37 THE COMPACT PRIVILEGE IN ANY REMOTE STATE UNTIL BOTH OF THE FOLLOWING
38 OCCUR:

39 1. THE HOME STATE LICENSE IS NO LONGER ENCUMBERED.

40 2. TWO YEARS HAVE ELAPSED FROM THE DATE ON WHICH THE HOME STATE
41 LICENSE IS NO LONGER ENCUMBERED IN ACCORDANCE WITH PARAGRAPH 1 OF THIS
42 SUBSECTION.

43 G. ONCE AN ENCUMBERED LICENSE IN THE HOME STATE IS RESTORED TO GOOD
44 STANDING, THE LICENSEE MUST MEET THE REQUIREMENTS OF SUBSECTION A OF THIS
45 SECTION TO OBTAIN A COMPACT PRIVILEGE IN ANY REMOTE STATE.

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

4 1. THE SPECIFIC PERIOD OF TIME FOR WHICH THE COMPACT PRIVILEGE WAS
5 REMOVED HAS ENDED.

6 2. ALL FINES HAVE BEEN PAID AND ALL CONDITIONS HAVE BEEN MET.

7 3. TWO YEARS HAVE ELAPSED FROM THE DATE OF COMPLETING REQUIREMENTS
8 FOR PARAGRAPHS 1 AND 2 OF THIS SUBSECTION.

9 4. THE COMPACT PRIVILEGES ARE REINSTATED BY THE COMMISSION, AND THE
10 COMPACT DATA SYSTEM IS UPDATED TO REFLECT REINSTATEMENT.

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

14 J. ONCE THE REQUIREMENTS OF SUBSECTION H OF THIS SECTION HAVE BEEN
15 MET, THE LICENSEE MUST MEET THE REQUIREMENTS IN SUBSECTION A OF THIS
16 SECTION TO OBTAIN A COMPACT PRIVILEGE IN A REMOTE STATE.

17 SECTION 5

18 OBTAINING A NEW HOME STATE LICENSE
19 BY VIRTUE OF COMPACT PRIVILEGE

20 A. AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT MAY
21 HOLD A HOME STATE LICENSE, WHICH ALLOWS FOR COMPACT PRIVILEGES IN MEMBER
22 STATES, IN ONLY ONE MEMBER STATE AT A TIME.

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

25 1. THE OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT
26 SHALL FILE AN APPLICATION FOR OBTAINING A NEW HOME STATE LICENSE BY VIRTUE
27 OF A COMPACT PRIVILEGE, PAY ALL APPLICABLE FEES AND NOTIFY THE CURRENT AND
28 NEW HOME STATES IN ACCORDANCE WITH APPLICABLE RULES ADOPTED BY THE
29 COMMISSION.

30 2. ON RECEIPT OF AN APPLICATION FOR OBTAINING A NEW HOME STATE
31 LICENSE BY VIRTUE OF COMPACT PRIVILEGE, THE NEW HOME STATE SHALL VERIFY
32 THAT THE OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT MEETS
33 THE PERTINENT CRITERIA OUTLINED IN SECTION 4 OF THIS COMPACT VIA THE DATA
34 SYSTEM, WITHOUT NEED FOR PRIMARY SOURCE VERIFICATION, EXCEPT FOR:

35 (a) A FEDERAL BUREAU OF INVESTIGATION FINGERPRINT-BASED CRIMINAL
36 BACKGROUND CHECK IF NOT PREVIOUSLY PERFORMED OR UPDATED PURSUANT TO
37 APPLICABLE RULES ADOPTED BY THE COMMISSION IN ACCORDANCE WITH PUBLIC LAW
38 92-544.

39 (b) ANOTHER CRIMINAL BACKGROUND CHECK AS REQUIRED BY THE NEW HOME
40 STATE.

41 (c) SUBMISSION OF ANY REQUISITE JURISPRUDENCE REQUIREMENTS OF THE
42 NEW HOME STATE.

43 3. THE FORMER HOME STATE SHALL CONVERT THE FORMER HOME STATE
44 LICENSE INTO A COMPACT PRIVILEGE ONCE THE NEW HOME STATE HAS ACTIVATED THE

1 NEW HOME STATE LICENSE IN ACCORDANCE WITH APPLICABLE RULES ADOPTED BY THE
2 COMMISSION.

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

7 5. THE OCCUPATIONAL THERAPIST OR THE OCCUPATIONAL THERAPY ASSISTANT
8 SHALL PAY ALL APPLICABLE FEES TO THE NEW HOME STATE IN ORDER TO BE ISSUED
9 A NEW HOME STATE LICENSE.

10 C. IF AN OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT
11 CHANGES PRIMARY STATE OF RESIDENCE BY MOVING FROM A MEMBER STATE TO A
12 NONMEMBER STATE, OR FROM A NONMEMBER STATE TO A MEMBER STATE, THE STATE
13 CRITERIA SHALL APPLY FOR ISSUANCE OF A SINGLE-STATE LICENSE IN THE NEW
14 STATE.

15 D. THIS COMPACT DOES NOT INTERFERE WITH A LICENSEE'S ABILITY TO
16 HOLD A SINGLE-STATE LICENSE IN MULTIPLE STATES. HOWEVER, FOR THE PURPOSES
17 OF THIS COMPACT, A LICENSEE SHALL HAVE ONLY ONE HOME STATE LICENSE.

18 E. THIS COMPACT DOES NOT AFFECT THE REQUIREMENTS ESTABLISHED BY A
19 MEMBER STATE FOR THE ISSUANCE OF A SINGLE-STATE LICENSE.

20 SECTION 6

21 ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

22 ACTIVE DUTY MILITARY PERSONNEL, OR THEIR SPOUSES, SHALL DESIGNATE A
23 HOME STATE WHERE THE INDIVIDUAL HAS A CURRENT LICENSE IN GOOD STANDING.
24 THE INDIVIDUAL MAY RETAIN THE HOME STATE DESIGNATION DURING THE PERIOD THE
25 SERVICE MEMBER IS ON ACTIVE DUTY. SUBSEQUENT TO DESIGNATING A HOME STATE,
26 THE INDIVIDUAL SHALL CHANGE THE HOME STATE ONLY THROUGH APPLICATION FOR
27 LICENSURE IN THE NEW STATE OR THROUGH THE PROCESS DESCRIBED IN SECTION 5
28 OF THIS COMPACT.

29 SECTION 7

30 ADVERSE ACTIONS

31 A. A HOME STATE SHALL HAVE EXCLUSIVE POWER TO IMPOSE ADVERSE ACTION
32 AGAINST AN OCCUPATIONAL THERAPIST'S OR OCCUPATIONAL THERAPY ASSISTANT'S
33 LICENSE ISSUED BY THE HOME STATE.

34 B. IN ADDITION TO THE OTHER POWERS CONFERRED BY STATE LAW, A REMOTE
35 STATE SHALL HAVE THE AUTHORITY, IN ACCORDANCE WITH EXISTING STATE DUE
36 PROCESS LAW, TO:

37 1. TAKE ADVERSE ACTION AGAINST AN OCCUPATIONAL THERAPIST'S OR
38 OCCUPATIONAL THERAPY ASSISTANT'S COMPACT PRIVILEGE WITHIN THAT MEMBER
39 STATE.

40 2. ISSUE SUBPOENAS FOR BOTH HEARINGS AND INVESTIGATIONS THAT
41 REQUIRE THE ATTENDANCE AND TESTIMONY OF WITNESSES AS WELL AS THE
42 PRODUCTION OF EVIDENCE. SUBPOENAS ISSUED BY A LICENSING BOARD IN A MEMBER
43 STATE FOR THE ATTENDANCE AND TESTIMONY OF WITNESSES OR THE PRODUCTION OF
44 EVIDENCE FROM ANOTHER MEMBER STATE SHALL BE ENFORCED IN THE LATTER STATE
45 BY ANY COURT OF COMPETENT JURISDICTION, ACCORDING TO THE PRACTICE AND

1 PROCEDURE OF THAT COURT APPLICABLE TO SUBPOENAS ISSUED IN PROCEEDINGS
2 PENDING BEFORE IT. THE ISSUING AUTHORITY SHALL PAY ANY WITNESS FEES,
3 TRAVEL EXPENSES, MILEAGE AND OTHER FEES REQUIRED BY THE SERVICE STATUTES
4 OF THE STATE IN WHICH THE WITNESSES OR EVIDENCE IS LOCATED.

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

10 D. THE HOME STATE SHALL COMPLETE ANY PENDING INVESTIGATIONS OF AN
11 OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT WHO CHANGES
12 PRIMARY STATE OF RESIDENCE DURING THE COURSE OF THE INVESTIGATIONS. THE
13 HOME STATE, WHERE THE INVESTIGATIONS WERE INITIATED, SHALL ALSO HAVE THE
14 AUTHORITY TO TAKE ANY APPROPRIATE ACTION AND SHALL PROMPTLY REPORT THE
15 CONCLUSIONS OF THE INVESTIGATIONS TO THE OCCUPATIONAL THERAPY COMPACT
16 COMMISSION DATA SYSTEM. THE OCCUPATIONAL THERAPY COMPACT COMMISSION DATA
17 SYSTEM ADMINISTRATOR SHALL PROMPTLY NOTIFY THE NEW HOME STATE OF ANY
18 ADVERSE ACTIONS.

19 E. A MEMBER STATE, IF OTHERWISE ALLOWED BY STATE LAW, MAY RECOVER
20 FROM THE AFFECTED OCCUPATIONAL THERAPIST OR OCCUPATIONAL THERAPY ASSISTANT
21 THE COSTS OF INVESTIGATIONS AND DISPOSITION OF CASES RESULTING FROM ANY
22 ADVERSE ACTION TAKEN AGAINST THAT OCCUPATIONAL THERAPIST OR OCCUPATIONAL
23 THERAPY ASSISTANT.

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

27 G. JOINT INVESTIGATIONS ARE AS FOLLOWS:

28 1. IN ADDITION TO THE AUTHORITY GRANTED TO A MEMBER STATE BY ITS
29 RESPECTIVE STATE OCCUPATIONAL THERAPY LAWS AND REGULATIONS OR OTHER
30 APPLICABLE STATE LAW, ANY MEMBER STATE MAY PARTICIPATE WITH OTHER MEMBER
31 STATES IN JOINT INVESTIGATIONS OF LICENSEES.

32 2. MEMBER STATES SHALL SHARE ANY INVESTIGATIVE, LITIGATION, OR
33 COMPLIANCE MATERIALS IN FURTHERANCE OF ANY JOINT OR INDIVIDUAL
34 INVESTIGATION INITIATED UNDER THIS COMPACT.

35 H. IF AN ADVERSE ACTION IS TAKEN BY THE HOME STATE AGAINST AN
36 OCCUPATIONAL THERAPIST'S OR OCCUPATIONAL THERAPY ASSISTANT'S LICENSE, THE
37 OCCUPATIONAL THERAPIST'S OR OCCUPATIONAL THERAPY ASSISTANT'S COMPACT
38 PRIVILEGE IN ALL OTHER MEMBER STATES SHALL BE DEACTIVATED UNTIL ALL
39 ENCUMBRANCES HAVE BEEN REMOVED FROM THE STATE LICENSE. ALL HOME STATE
40 DISCIPLINARY ORDERS THAT IMPOSE ADVERSE ACTION AGAINST AN OCCUPATIONAL
41 THERAPIST'S OR OCCUPATIONAL THERAPY ASSISTANT'S LICENSE SHALL INCLUDE A
42 STATEMENT THAT THE OCCUPATIONAL THERAPIST'S OR OCCUPATIONAL THERAPY
43 ASSISTANT'S COMPACT PRIVILEGE IS DEACTIVATED IN ALL MEMBER STATES DURING
44 THE PENDENCY OF THE ORDER.

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

5 J. THIS COMPACT DOES NOT OVERRIDE A MEMBER STATE'S DECISION THAT
6 PARTICIPATION IN AN ALTERNATIVE PROGRAM MAY BE USED IN LIEU OF ADVERSE
7 ACTION.

8 SECTION 8
9 ESTABLISHMENT OF THE OCCUPATIONAL
10 THERAPY COMPACT COMMISSION

11 A. THE COMPACT MEMBER STATES HEREBY CREATE AND ESTABLISH A JOINT
12 PUBLIC AGENCY KNOWN AS THE OCCUPATIONAL THERAPY COMPACT COMMISSION TO
13 WHICH THE FOLLOWING APPLY:

14 1. THE COMMISSION IS AN INSTRUMENTALITY OF THE COMPACT STATES.

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

21 3. NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO BE A WAIVER OF
22 SOVEREIGN IMMUNITY.

23 B. MEMBERSHIP, VOTING AND MEETINGS ARE AS FOLLOWS:

24 1. EACH MEMBER STATE SHALL HAVE AND BE LIMITED TO ONE DELEGATE
25 SELECTED BY THAT MEMBER STATE'S LICENSING BOARD.

26 2. THE DELEGATE SHALL BE EITHER:

27 (a) A CURRENT MEMBER OF THE LICENSING BOARD WHO IS AN OCCUPATIONAL
28 THERAPIST, OCCUPATIONAL THERAPY ASSISTANT OR PUBLIC MEMBER.

29 (b) AN ADMINISTRATOR OF THE LICENSING BOARD.

30 3. ANY DELEGATE MAY BE REMOVED OR SUSPENDED FROM OFFICE AS PROVIDED
31 BY THE LAW OF THE STATE FROM WHICH THE DELEGATE IS APPOINTED.

32 4. THE MEMBER STATE BOARD SHALL FILL ANY VACANCY OCCURRING IN THE
33 COMMISSION WITHIN NINETY DAYS.

34 5. EACH DELEGATE SHALL BE ENTITLED TO ONE VOTE WITH REGARD TO THE
35 ADOPTION OF RULES AND CREATION OF BYLAWS AND SHALL OTHERWISE HAVE AN
36 OPPORTUNITY TO PARTICIPATE IN THE BUSINESS AND AFFAIRS OF THE COMMISSION.
37 A DELEGATE SHALL VOTE IN PERSON OR BY SUCH OTHER MEANS AS PROVIDED IN THE
38 BYLAWS. THE BYLAWS MAY PROVIDE FOR DELEGATES' PARTICIPATION IN MEETINGS
39 BY TELEPHONE OR OTHER MEANS OF COMMUNICATION.

40 6. THE COMMISSION SHALL MEET AT LEAST ONCE DURING EACH CALENDAR
41 YEAR. ADDITIONAL MEETINGS SHALL BE HELD AS SET FORTH IN THE BYLAWS.

42 7. THE COMMISSION SHALL ESTABLISH BY RULE A TERM OF OFFICE FOR
43 DELEGATES.

44 C. THE COMMISSION SHALL HAVE THE FOLLOWING POWERS AND DUTIES:

45 1. ESTABLISH A CODE OF ETHICS FOR THE COMMISSION.

- 1 2. ESTABLISH THE FISCAL YEAR OF THE COMMISSION.
- 2 3. ESTABLISH BYLAWS.
- 3 4. MAINTAIN ITS FINANCIAL RECORDS IN ACCORDANCE WITH THE BYLAWS.
- 4 5. MEET AND TAKE SUCH ACTIONS AS ARE CONSISTENT WITH THE PROVISIONS
- 5 OF THIS COMPACT AND THE BYLAWS.
- 6 6. ADOPT UNIFORM RULES TO FACILITATE AND COORDINATE IMPLEMENTATION
- 7 AND ADMINISTRATION OF THIS COMPACT. THE RULES SHALL HAVE THE FORCE AND
- 8 EFFECT OF LAW AND SHALL BE BINDING IN ALL MEMBER STATES.
- 9 7. BRING AND PROSECUTE LEGAL PROCEEDINGS OR ACTIONS IN THE NAME OF
- 10 THE COMMISSION, PROVIDED THAT THE STANDING OF ANY STATE OCCUPATIONAL
- 11 THERAPY LICENSING BOARD TO SUE OR BE SUED UNDER APPLICABLE LAW SHALL NOT
- 12 BE AFFECTED.
- 13 8. PURCHASE AND MAINTAIN INSURANCE AND BONDS.
- 14 9. BORROW, ACCEPT OR CONTRACT FOR SERVICES OF PERSONNEL, INCLUDING
- 15 EMPLOYEES OF A MEMBER STATE.
- 16 10. HIRE EMPLOYEES, ELECT OR APPOINT OFFICERS, FIX COMPENSATION,
- 17 DEFINE DUTIES AND GRANT SUCH INDIVIDUALS APPROPRIATE AUTHORITY TO CARRY
- 18 OUT THE PURPOSES OF THE COMPACT, AND ESTABLISH THE COMMISSION'S PERSONNEL
- 19 POLICIES AND PROGRAMS RELATING TO CONFLICTS OF INTEREST, QUALIFICATIONS OF
- 20 PERSONNEL AND OTHER RELATED PERSONNEL MATTERS.
- 21 11. ACCEPT ANY AND ALL APPROPRIATE DONATIONS AND GRANTS OF MONIES,
- 22 EQUIPMENT, SUPPLIES, MATERIALS AND SERVICES, AND RECEIVE, USE AND DISPOSE
- 23 OF THE SAME, IF AT ALL TIMES THE COMMISSION AVOIDS ANY APPEARANCE OF
- 24 IMPROPRIETY OR CONFLICT OF INTEREST.
- 25 12. LEASE, PURCHASE, ACCEPT APPROPRIATE GIFTS OR DONATIONS OF OR
- 26 OTHERWISE OWN, HOLD, IMPROVE OR USE ANY PROPERTY, REAL, PERSONAL OR MIXED,
- 27 IF AT ALL TIMES THE COMMISSION AVOIDS ANY APPEARANCE OF IMPROPRIETY.
- 28 13. SELL, CONVEY, MORTGAGE, PLEDGE, LEASE, EXCHANGE, ABANDON OR
- 29 OTHERWISE DISPOSE OF ANY PROPERTY, REAL, PERSONAL, OR MIXED.
- 30 14. ESTABLISH A BUDGET AND MAKE EXPENDITURES.
- 31 15. BORROW MONIES.
- 32 16. APPOINT COMMITTEES, INCLUDING STANDING COMMITTEES COMPOSED OF
- 33 MEMBERS, STATE REGULATORS, STATE LEGISLATORS OR THEIR REPRESENTATIVES, AND
- 34 CONSUMER REPRESENTATIVES, AND SUCH OTHER INTERESTED PERSONS AS MAY BE
- 35 DESIGNATED IN THIS COMPACT AND THE BYLAWS.
- 36 17. PROVIDE AND RECEIVE INFORMATION FROM, AND COOPERATE WITH, LAW
- 37 ENFORCEMENT AGENCIES.
- 38 18. ESTABLISH AND ELECT AN EXECUTIVE COMMITTEE.
- 39 19. PERFORM SUCH OTHER FUNCTIONS AS MAY BE NECESSARY OR APPROPRIATE
- 40 TO ACHIEVE THE PURPOSES OF THIS COMPACT CONSISTENT WITH THE STATE
- 41 REGULATION OF OCCUPATIONAL THERAPY LICENSURE AND PRACTICE.
- 42 D. THE EXECUTIVE COMMITTEE SHALL HAVE THE POWER TO ACT ON BEHALF OF
- 43 THE COMMISSION ACCORDING TO THE TERMS OF THIS COMPACT AS FOLLOWS:
- 44 1. THE EXECUTIVE COMMITTEE SHALL BE COMPOSED OF NINE MEMBERS AS
- 45 FOLLOWS:

1 (a) SEVEN VOTING MEMBERS WHO ARE ELECTED BY THE COMMISSION FROM THE
2 CURRENT MEMBERSHIP OF THE COMMISSION.

3 (b) ONE EX OFFICIO, NONVOTING MEMBER FROM A RECOGNIZED NATIONAL
4 OCCUPATIONAL THERAPY PROFESSIONAL ASSOCIATION.

5 (c) ONE EX OFFICIO, NONVOTING MEMBER FROM A RECOGNIZED NATIONAL
6 OCCUPATIONAL THERAPY CERTIFICATION ORGANIZATION.

7 2. THE EX OFFICIO MEMBERS WILL BE SELECTED BY THEIR RESPECTIVE
8 ORGANIZATIONS.

9 3. THE COMMISSION MAY REMOVE ANY MEMBER OF THE EXECUTIVE COMMITTEE
10 AS PROVIDED IN BYLAWS.

11 4. THE EXECUTIVE COMMITTEE SHALL MEET AT LEAST ANNUALLY.

12 5. THE EXECUTIVE COMMITTEE SHALL HAVE THE FOLLOWING DUTIES AND
13 RESPONSIBILITIES:

14 (a) RECOMMEND TO THE ENTIRE COMMISSION CHANGES TO THE RULES OR
15 BYLAWS, CHANGES TO THIS COMPACT LEGISLATION, FEES PAID BY COMPACT MEMBER
16 STATES SUCH AS ANNUAL DUES, AND ANY COMMISSION COMPACT FEE CHARGED TO
17 LICENSEES FOR THE COMPACT PRIVILEGE.

18 (b) ENSURE COMPACT ADMINISTRATION SERVICES ARE APPROPRIATELY
19 PROVIDED, CONTRACTUAL OR OTHERWISE.

20 (c) PREPARE AND RECOMMEND THE BUDGET.

21 (d) MAINTAIN FINANCIAL RECORDS ON BEHALF OF THE COMMISSION.

22 (e) MONITOR COMPACT COMPLIANCE OF MEMBER STATES AND PROVIDE
23 COMPLIANCE REPORTS TO THE COMMISSION

24 (f) ESTABLISH ADDITIONAL COMMITTEES AS NECESSARY.

25 (g) PERFORM OTHER DUTIES AS PROVIDED IN RULES OR BYLAWS.

26 E. MEETINGS OF THE COMMISSION ARE AS FOLLOWS:

27 1. ALL MEETINGS SHALL BE OPEN TO THE PUBLIC, AND PUBLIC NOTICE OF
28 MEETINGS SHALL BE GIVEN IN THE SAME MANNER AS REQUIRED UNDER THE
29 RULEMAKING PROVISIONS IN SECTION 10 OF THIS COMPACT.

30 2. THE COMMISSION OR THE EXECUTIVE COMMITTEE OR OTHER COMMITTEES OF
31 THE COMMISSION MAY CONVENE IN A CLOSED, NONPUBLIC MEETING IF THE
32 COMMISSION OR EXECUTIVE COMMITTEE OR OTHER COMMITTEES OF THE COMMISSION
33 MUST DISCUSS:

34 (a) NONCOMPLIANCE OF A MEMBER STATE WITH ITS OBLIGATIONS UNDER THE
35 COMPACT.

36 (b) THE EMPLOYMENT, COMPENSATION OR DISCIPLINE OR ANY OTHER MATTER,
37 PRACTICE OR PROCEDURE RELATED TO SPECIFIC EMPLOYEES OR OTHER MATTERS
38 RELATED TO THE COMMISSION'S INTERNAL PERSONNEL PRACTICES AND PROCEDURES.

39 (c) CURRENT, THREATENED OR REASONABLY ANTICIPATED LITIGATION.

40 (d) THE NEGOTIATION OF CONTRACTS FOR THE PURCHASE, LEASE OR SALE OF
41 GOODS, SERVICES OR REAL ESTATE.

42 (e) THE ACCUSATION OF ANY PERSON OF A CRIME OR FORMALLY CENSURING
43 ANY PERSON.

44 (f) THE DISCLOSURE OF TRADE SECRETS OR COMMERCIAL OR FINANCIAL
45 INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL.

1 (g) THE DISCLOSURE OF INFORMATION OF A PERSONAL NATURE THAT WOULD
2 CONSTITUTE A CLEARLY UNWARRANTED INVASION OF PERSONAL PRIVACY.

3 (h) THE DISCLOSURE OF INVESTIGATIVE RECORDS COMPILED FOR LAW
4 ENFORCEMENT PURPOSES.

5 (i) THE DISCLOSURE OF INFORMATION RELATED TO ANY INVESTIGATIVE
6 REPORTS PREPARED BY OR ON BEHALF OF OR FOR USE OF THE COMMISSION OR
7 ANOTHER COMMITTEE CHARGED WITH RESPONSIBILITY OF INVESTIGATION OR
8 DETERMINATION OF COMPLIANCE ISSUES PURSUANT TO THIS COMPACT.

9 (j) MATTERS SPECIFICALLY EXEMPTED FROM DISCLOSURE BY FEDERAL OR
10 MEMBER STATE STATUTE.

11 3. IF A MEETING, OR PORTION OF A MEETING, IS CLOSED PURSUANT TO
12 THIS SECTION, THE COMMISSION'S LEGAL COUNSEL OR DESIGNEE SHALL CERTIFY
13 THAT THE MEETING MAY BE CLOSED AND SHALL REFERENCE EACH RELEVANT EXEMPTING
14 PROVISION.

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

23 F. FINANCING OF THE COMMISSION IS AS FOLLOWS:

24 1. THE COMMISSION SHALL PAY, OR PROVIDE FOR THE PAYMENT OF, THE
25 REASONABLE EXPENSES OF ITS ESTABLISHMENT, ORGANIZATION AND ONGOING
26 ACTIVITIES.

27 2. THE COMMISSION MAY ACCEPT ANY APPROPRIATE REVENUE SOURCES,
28 DONATIONS AND GRANTS OF MONIES, EQUIPMENT, SUPPLIES, MATERIALS AND
29 SERVICES.

30 3. THE COMMISSION MAY LEVY ON AND COLLECT AN ANNUAL ASSESSMENT FROM
31 EACH MEMBER STATE OR IMPOSE FEES ON OTHER PARTIES TO COVER THE COST OF THE
32 OPERATIONS AND ACTIVITIES OF THE COMMISSION AND ITS STAFF, WHICH MUST BE
33 IN A TOTAL AMOUNT SUFFICIENT TO COVER ITS ANNUAL BUDGET AS APPROVED BY THE
34 COMMISSION EACH YEAR FOR WHICH REVENUE IS NOT PROVIDED BY OTHER SOURCES.
35 THE AGGREGATE ANNUAL ASSESSMENT AMOUNT SHALL BE ALLOCATED BASED ON A
36 FORMULA TO BE DETERMINED BY THE COMMISSION, WHICH SHALL ADOPT A RULE THAT
37 IS BINDING ON ALL MEMBER STATES.

38 4. THE COMMISSION SHALL NOT INCUR OBLIGATIONS OF ANY KIND BEFORE
39 SECURING THE MONIES ADEQUATE TO MEET THESE OBLIGATIONS, AND THE COMMISSION
40 MAY NOT PLEDGE THE CREDIT OF ANY OF THE MEMBER STATES, EXCEPT BY AND WITH
41 THE AUTHORITY OF THE MEMBER STATE.

42 5. THE COMMISSION SHALL KEEP ACCURATE ACCOUNTS OF ALL RECEIPTS AND
43 DISBURSEMENTS, WHICH ARE SUBJECT TO THE AUDIT AND ACCOUNTING PROCEDURES
44 ESTABLISHED UNDER ITS BYLAWS. ALL RECEIPTS AND DISBURSEMENTS OF MONIES
45 HANDLED BY THE COMMISSION SHALL BE AUDITED YEARLY BY A CERTIFIED OR

1 LICENSED PUBLIC ACCOUNTANT, AND THE REPORT OF THE AUDIT SHALL BE INCLUDED
2 IN AND BECOME PART OF THE ANNUAL REPORT OF THE COMMISSION.

3 G. QUALIFIED IMMUNITY, DEFENSE AND INDEMNIFICATION PROVISIONS ARE
4 AS FOLLOWS:

5 1. THE MEMBERS, OFFICERS, EXECUTIVE DIRECTOR, EMPLOYEES AND
6 REPRESENTATIVES OF THE COMMISSION ARE IMMUNE FROM SUIT AND LIABILITY,
7 EITHER PERSONALLY OR IN THEIR OFFICIAL CAPACITY, FOR ANY CLAIM FOR DAMAGE
8 TO OR LOSS OF PROPERTY OR PERSONAL INJURY OR OTHER CIVIL LIABILITY CAUSED
9 BY OR ARISING OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR OR OMISSION THAT
10 OCCURRED, OR THAT THE PERSON AGAINST WHOM THE CLAIM IS MADE HAD A
11 REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE SCOPE OF COMMISSION
12 EMPLOYMENT, DUTIES OR RESPONSIBILITIES. THIS PARAGRAPH DOES NOT PROTECT
13 ANY SUCH PERSON FROM SUIT OR LIABILITY FOR ANY DAMAGE, LOSS, INJURY OR
14 LIABILITY CAUSED BY THE INTENTIONAL OR WILLFUL OR WANTON MISCONDUCT OF
15 THAT PERSON.

16 2. THE COMMISSION SHALL DEFEND ANY MEMBER, OFFICER, EXECUTIVE
17 DIRECTOR, EMPLOYEE OR REPRESENTATIVE OF THE COMMISSION IN ANY CIVIL ACTION
18 SEEKING TO IMPOSE LIABILITY ARISING OUT OF ANY ACTUAL OR ALLEGED ACT,
19 ERROR OR OMISSION THAT OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT,
20 DUTIES OR RESPONSIBILITIES, OR THAT THE PERSON AGAINST WHOM THE CLAIM IS
21 MADE HAD A REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE SCOPE OF
22 COMMISSION EMPLOYMENT, DUTIES OR RESPONSIBILITIES IF THE ACTUAL OR ALLEGED
23 ACT, ERROR OR OMISSION DID NOT RESULT FROM THAT PERSON'S INTENTIONAL OR
24 WILFUL OR WANTON MISCONDUCT. THIS PARAGRAPH DOES NOT PROHIBIT THE PERSON
25 AGAINST WHOM THE CLAIM IS MADE FROM RETAINING THE PERSON'S OWN COUNSEL.

26 3. THE COMMISSION SHALL INDEMNIFY AND HOLD HARMLESS ANY MEMBER,
27 OFFICER, EXECUTIVE DIRECTOR, EMPLOYEE OR REPRESENTATIVE OF THE COMMISSION
28 FOR THE AMOUNT OF ANY SETTLEMENT OR JUDGMENT OBTAINED AGAINST THAT PERSON
29 ARISING OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR OR OMISSION THAT OCCURRED
30 WITHIN THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES OR RESPONSIBILITIES, OR
31 THAT SUCH PERSON HAD A REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE
32 SCOPE OF COMMISSION EMPLOYMENT, DUTIES OR RESPONSIBILITIES IF THE ACTUAL
33 OR ALLEGED ACT, ERROR OR OMISSION DID NOT RESULT FROM THE INTENTIONAL OR
34 WILFUL OR WANTON MISCONDUCT OF THAT PERSON.

35 SECTION 9
36 DATA SYSTEM

37 A. THE COMMISSION SHALL PROVIDE FOR THE DEVELOPMENT, MAINTENANCE
38 AND UTILIZATION OF A COORDINATED DATABASE AND REPORTING SYSTEM CONTAINING
39 LICENSURE, ADVERSE ACTION AND INVESTIGATIVE INFORMATION ON ALL LICENSED
40 INDIVIDUALS IN MEMBER STATES.

41 B. A MEMBER STATE SHALL SUBMIT A UNIFORM DATA SET TO THE DATA
42 SYSTEM ON ALL INDIVIDUALS TO WHOM THIS COMPACT APPLIES, USING A UNIQUE
43 IDENTIFIER, AS REQUIRED BY THE RULES OF THE COMMISSION, INCLUDING ALL OF
44 THE FOLLOWING:

45 1. IDENTIFYING INFORMATION.

1 1. THE WEBSITE OF THE COMMISSION OR OTHER PUBLICLY ACCESSIBLE
2 PLATFORM.

3 2. THE WEBSITE OF EACH MEMBER STATE'S OCCUPATIONAL THERAPY
4 LICENSING BOARD OR OTHER PUBLICLY ACCESSIBLE PLATFORM OR THE PUBLICATION
5 IN WHICH EACH STATE WOULD OTHERWISE PUBLISH PROPOSED RULES.

6 F. THE NOTICE OF PROPOSED RULEMAKING SHALL INCLUDE ALL OF THE
7 FOLLOWING:

8 1. THE PROPOSED TIME, DATE AND LOCATION OF THE MEETING IN WHICH THE
9 RULE WILL BE CONSIDERED AND VOTED ON.

10 2. THE TEXT OF THE PROPOSED RULE OR AMENDMENT AND THE REASON FOR
11 THE PROPOSED RULE.

12 3. A REQUEST FOR COMMENTS ON THE PROPOSED RULE FROM ANY INTERESTED
13 PERSON.

14 4. THE MANNER IN WHICH INTERESTED PERSONS MAY SUBMIT NOTICE TO THE
15 COMMISSION OF THEIR INTENTION TO ATTEND THE PUBLIC HEARING AND ANY WRITTEN
16 COMMENTS.

17 G. BEFORE THE ADOPTION OF A PROPOSED RULE, THE COMMISSION SHALL
18 ALLOW PERSONS TO SUBMIT WRITTEN DATA, FACTS, OPINIONS AND ARGUMENTS, WHICH
19 SHALL BE MADE AVAILABLE TO THE PUBLIC.

20 H. THE COMMISSION SHALL GRANT AN OPPORTUNITY FOR A PUBLIC HEARING
21 BEFORE IT ADOPTS A RULE OR AMENDMENT IF A HEARING IS REQUESTED BY ANY OF
22 THE FOLLOWING:

23 1. AT LEAST TWENTY-FIVE PERSONS.

24 2. A STATE OR FEDERAL GOVERNMENTAL SUBDIVISION OR AGENCY.

25 3. AN ASSOCIATION OR ORGANIZATION HAVING AT LEAST TWENTY-FIVE
26 MEMBERS.

27 I. IF A HEARING IS HELD ON THE PROPOSED RULE OR AMENDMENT, THE
28 COMMISSION SHALL PUBLISH THE PLACE, TIME AND DATE OF THE SCHEDULED PUBLIC
29 HEARING. IF THE HEARING IS HELD VIA ELECTRONIC MEANS, THE COMMISSION
30 SHALL PUBLISH THE MECHANISM FOR ACCESS TO THE ELECTRONIC HEARING.
31 ADDITIONALLY:

32 1. ALL PERSONS WISHING TO BE HEARD AT THE HEARING SHALL NOTIFY THE
33 EXECUTIVE DIRECTOR OF THE COMMISSION OR OTHER DESIGNATED MEMBER IN WRITING
34 OF THEIR DESIRE TO APPEAR AND TESTIFY AT THE HEARING AT LEAST FIVE
35 BUSINESS DAYS BEFORE THE SCHEDULED DATE OF THE HEARING.

36 2. HEARINGS SHALL BE CONDUCTED IN A MANNER PROVIDING EACH PERSON
37 WHO WISHES TO COMMENT A FAIR AND REASONABLE OPPORTUNITY TO COMMENT ORALLY
38 OR IN WRITING.

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

41 4. THIS SECTION DOES NOT REQUIRE A SEPARATE HEARING ON EACH RULE.
42 RULES MAY BE GROUPED FOR THE CONVENIENCE OF THE COMMISSION AT HEARINGS
43 REQUIRED BY THIS SECTION.

1 J. FOLLOWING THE SCHEDULED HEARING DATE, OR BY THE CLOSE OF
2 BUSINESS ON THE SCHEDULED HEARING DATE IF THE HEARING WAS NOT HELD, THE
3 COMMISSION SHALL CONSIDER ALL WRITTEN AND ORAL COMMENTS RECEIVED.

4 K. IF NO WRITTEN NOTICE OF INTENT TO ATTEND THE PUBLIC HEARING BY
5 INTERESTED PARTIES IS RECEIVED, THE COMMISSION MAY PROCEED WITH THE
6 ADOPTION OF THE PROPOSED RULE WITHOUT A PUBLIC HEARING.

7 L. THE COMMISSION, BY MAJORITY VOTE OF ALL MEMBERS, SHALL TAKE
8 FINAL ACTION ON THE PROPOSED RULE AND SHALL DETERMINE THE EFFECTIVE DATE
9 OF THE RULE, IF ANY, BASED ON THE RULEMAKING RECORD AND THE FULL TEXT OF
10 THE RULE.

11 M. ON DETERMINATION THAT AN EMERGENCY EXISTS, THE COMMISSION MAY
12 CONSIDER AND ADOPT AN EMERGENCY RULE WITHOUT PRIOR NOTICE, AN OPPORTUNITY
13 FOR COMMENT OR A HEARING IF THE USUAL RULEMAKING PROCEDURES PROVIDED IN
14 THE COMPACT AND IN THIS SECTION ARE RETROACTIVELY APPLIED TO THE RULE AS
15 SOON AS REASONABLY POSSIBLE, BUT NOT LATER THAN NINETY DAYS AFTER THE
16 EFFECTIVE DATE OF THE RULE. FOR THE PURPOSES OF THIS SUBSECTION, AN
17 EMERGENCY RULE IS ONE THAT MUST BE ADOPTED IMMEDIATELY IN ORDER TO DO ANY
18 OF THE FOLLOWING:

19 1. MEET AN IMMINENT THREAT TO PUBLIC HEALTH, SAFETY OR WELFARE.

20 2. PREVENT A LOSS OF COMMISSION OR MEMBER STATE FUNDS.

21 3. MEET A DEADLINE FOR THE ADOPTION OF AN ADMINISTRATIVE RULE THAT
22 IS ESTABLISHED BY FEDERAL LAW OR RULE.

23 4. PROTECT PUBLIC HEALTH AND SAFETY.

24 N. THE COMMISSION OR AN AUTHORIZED COMMITTEE OF THE COMMISSION MAY
25 DIRECT REVISIONS TO A PREVIOUSLY ADOPTED RULE OR AMENDMENT FOR PURPOSES OF
26 CORRECTING TYPOGRAPHICAL ERRORS, ERRORS IN FORMAT, ERRORS IN CONSISTENCY
27 OR GRAMMATICAL ERRORS. PUBLIC NOTICE OF ANY REVISIONS SHALL BE POSTED ON
28 THE WEBSITE OF THE COMMISSION. THE REVISION IS SUBJECT TO CHALLENGE BY
29 ANY PERSON FOR A PERIOD OF THIRTY DAYS AFTER POSTING. THE REVISION MAY BE
30 CHALLENGED ONLY ON GROUNDS THAT THE REVISION RESULTS IN A MATERIAL CHANGE
31 TO A RULE. A CHALLENGE SHALL BE MADE IN WRITING AND DELIVERED TO THE
32 CHAIRPERSON OF THE COMMISSION BEFORE THE END OF THE NOTICE PERIOD. IF NO
33 CHALLENGE IS MADE, THE REVISION WILL TAKE EFFECT WITHOUT FURTHER ACTION.
34 IF THE REVISION IS CHALLENGED, THE REVISION MAY NOT TAKE EFFECT WITHOUT
35 THE APPROVAL OF THE COMMISSION.

36 SECTION 11

37 OVERSIGHT, DISPUTE RESOLUTION AND ENFORCEMENT

38 A. OVERSIGHT OF THE COMMISSION IS AS FOLLOWS:

39 1. THE EXECUTIVE, LEGISLATIVE AND JUDICIAL BRANCHES OF STATE
40 GOVERNMENT IN EACH MEMBER STATE SHALL ENFORCE THIS COMPACT AND TAKE ALL
41 ACTIONS NECESSARY AND APPROPRIATE TO EFFECTUATE THE COMPACT'S PURPOSES AND
42 INTENT. THE PROVISIONS OF THIS COMPACT AND THE RULES ADOPTED UNDER THIS
43 COMPACT HAVE STANDING AS STATUTORY LAW.

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

5 3. THE COMMISSION IS ENTITLED TO RECEIVE SERVICE OF PROCESS IN ANY
6 SUCH PROCEEDING AND SHALL HAVE STANDING TO INTERVENE IN SUCH A PROCEEDING
7 FOR ALL PURPOSES. FAILURE TO PROVIDE SERVICE OF PROCESS TO THE COMMISSION
8 SHALL RENDER A JUDGMENT OR ORDER VOID AS TO THE COMMISSION, THIS COMPACT
9 OR RULES ADOPTED UNDER THIS COMPACT.

10 B. DEFAULT, TECHNICAL ASSISTANCE AND TERMINATION PROVISIONS ARE AS
11 FOLLOWS:

12 1. IF THE COMMISSION DETERMINES THAT A MEMBER STATE HAS DEFAULTED
13 IN THE PERFORMANCE OF ITS OBLIGATIONS OR RESPONSIBILITIES UNDER THIS
14 COMPACT OR RULES ADOPTED UNDER THIS COMPACT, THE COMMISSION SHALL DO BOTH
15 OF THE FOLLOWING:

16 (a) PROVIDE WRITTEN NOTICE TO THE DEFAULTING STATE AND OTHER MEMBER
17 STATES OF THE NATURE OF THE DEFAULT, THE PROPOSED MEANS OF CURING THE
18 DEFAULT OR ANY OTHER ACTION TO BE TAKEN BY THE COMMISSION.

19 (b) PROVIDE REMEDIAL TRAINING AND SPECIFIC TECHNICAL ASSISTANCE
20 REGARDING THE DEFAULT.

21 2. IF A STATE IN DEFAULT FAILS TO CURE THE DEFAULT, THE DEFAULTING
22 STATE MAY BE TERMINATED FROM THE COMPACT ON AN AFFIRMATIVE VOTE OF A
23 MAJORITY OF THE MEMBER STATES, AND ALL RIGHTS, PRIVILEGES AND BENEFITS
24 CONFERRED BY THIS COMPACT MAY BE TERMINATED ON THE EFFECTIVE DATE OF
25 TERMINATION. A CURE OF THE DEFAULT DOES NOT RELIEVE THE OFFENDING STATE
26 OF OBLIGATIONS OR LIABILITIES INCURRED DURING THE PERIOD OF DEFAULT.

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

32 4. A STATE THAT HAS BEEN TERMINATED IS RESPONSIBLE FOR ALL
33 ASSESSMENTS, OBLIGATIONS AND LIABILITIES INCURRED THROUGH THE EFFECTIVE
34 DATE OF TERMINATION, INCLUDING OBLIGATIONS THAT EXTEND BEYOND THE
35 EFFECTIVE DATE OF TERMINATION.

36 5. THE COMMISSION MAY NOT BEAR ANY COSTS RELATED TO A STATE THAT IS
37 FOUND TO BE IN DEFAULT OR THAT HAS BEEN TERMINATED FROM THE COMPACT,
38 UNLESS AGREED ON IN WRITING BETWEEN THE COMMISSION AND THE DEFAULTING
39 STATE.

40 6. THE DEFAULTING STATE MAY APPEAL THE ACTION OF THE COMMISSION BY
41 PETITIONING THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA
42 OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS PRINCIPAL OFFICES.
43 THE PREVAILING MEMBER SHALL BE AWARDED ALL COSTS OF SUCH LITIGATION,
44 INCLUDING REASONABLE ATTORNEY FEES.

- 1 C. DISPUTE RESOLUTION PROVISIONS ARE AS FOLLOWS:
2 1. ON REQUEST BY A MEMBER STATE, THE COMMISSION SHALL ATTEMPT TO
3 RESOLVE DISPUTES RELATED TO THE COMPACT THAT ARISE AMONG MEMBER STATES AND
4 BETWEEN MEMBER AND NONMEMBER STATES.
5 2. THE COMMISSION SHALL ADOPT A RULE PROVIDING FOR BOTH MEDIATION
6 AND BINDING DISPUTE RESOLUTION FOR DISPUTES AS APPROPRIATE.
7 D. ENFORCEMENT PROVISIONS ARE AS FOLLOWS:
8 1. THE COMMISSION, IN THE REASONABLE EXERCISE OF ITS DISCRETION,
9 SHALL ENFORCE THE PROVISIONS AND RULES OF THIS COMPACT.
10 2. BY MAJORITY VOTE, THE COMMISSION MAY INITIATE LEGAL ACTION IN
11 THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA OR THE
12 FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS PRINCIPAL OFFICES AGAINST A
13 MEMBER STATE IN DEFAULT TO ENFORCE COMPLIANCE WITH THE PROVISIONS OF THE
14 COMPACT AND ITS ADOPTED RULES AND BYLAWS. THE RELIEF SOUGHT MAY INCLUDE
15 BOTH INJUNCTIVE RELIEF AND DAMAGES. IF JUDICIAL ENFORCEMENT IS NECESSARY,
16 THE PREVAILING MEMBER SHALL BE AWARDED ALL COSTS OF SUCH LITIGATION,
17 INCLUDING REASONABLE ATTORNEY FEES.
18 3. THE REMEDIES IN THIS COMPACT ARE NOT THE EXCLUSIVE REMEDIES OF
19 THE COMMISSION. THE COMMISSION MAY PURSUE ANY OTHER REMEDIES AVAILABLE
20 UNDER FEDERAL OR STATE LAW.

21 SECTION 12

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

- 25 A. THIS COMPACT IS EFFECTIVE ON THE DATE ON WHICH THE COMPACT
26 STATUTE IS ENACTED INTO LAW IN THE TENTH MEMBER STATE. THE PROVISIONS,
27 WHICH BECOME EFFECTIVE AT THAT TIME, SHALL BE LIMITED TO THE POWERS
28 GRANTED TO THE COMMISSION RELATING TO ASSEMBLY AND THE ADOPTION OF RULES.
29 THEREAFTER, THE COMMISSION SHALL MEET AND EXERCISE RULEMAKING POWERS
30 NECESSARY TO IMPLEMENT AND ADMINISTER THIS COMPACT.
31 B. ANY STATE THAT JOINS THE COMPACT SUBSEQUENT TO THE COMMISSION'S
32 INITIAL ADOPTION OF THE RULES IS SUBJECT TO THE RULES AS THEY EXIST ON THE
33 DATE ON WHICH THE COMPACT BECOMES LAW IN THAT STATE. ANY RULE THAT HAS
34 BEEN PREVIOUSLY ADOPTED BY THE COMMISSION SHALL HAVE THE FULL FORCE AND
35 EFFECT OF LAW ON THE DAY THE COMPACT BECOMES LAW IN THAT STATE.
36 C. ANY MEMBER STATE MAY WITHDRAW FROM THIS COMPACT BY ENACTING A
37 STATUTE REPEALING THE SAME. THE FOLLOWING APPLY WITH RESPECT TO
38 WITHDRAWAL:
39 1. A MEMBER STATE'S WITHDRAWAL SHALL NOT TAKE EFFECT UNTIL SIX
40 MONTHS AFTER ENACTMENT OF THE REPEALING STATUTE.
41 2. WITHDRAWAL SHALL NOT AFFECT THE CONTINUING REQUIREMENT OF THE
42 WITHDRAWING STATE'S OCCUPATIONAL THERAPY LICENSING BOARD TO COMPLY WITH
43 THE INVESTIGATIVE AND ADVERSE ACTION REPORTING REQUIREMENTS OF THIS
44 COMPACT BEFORE THE EFFECTIVE DATE OF WITHDRAWAL.

1 D. THIS COMPACT DOES NOT INVALIDATE OR PREVENT ANY OCCUPATIONAL
2 THERAPY LICENSURE AGREEMENT OR OTHER COOPERATIVE ARRANGEMENT BETWEEN A
3 MEMBER STATE AND A NONMEMBER STATE THAT DOES NOT CONFLICT WITH THE
4 PROVISIONS OF THIS COMPACT.

5 E. THIS COMPACT MAY BE AMENDED BY THE MEMBER STATES. AN AMENDMENT
6 TO THIS COMPACT DOES NOT BECOME EFFECTIVE AND BINDING ON ANY MEMBER STATE
7 UNTIL IT IS ENACTED INTO THE LAWS OF ALL MEMBER STATES.

8 SECTION 13

9 CONSTRUCTION AND SEVERABILITY

10 THIS COMPACT SHALL BE LIBERALLY CONSTRUED SO AS TO EFFECTUATE THE
11 PURPOSES THEREOF. THE PROVISIONS OF THIS COMPACT SHALL BE SEVERABLE, AND
12 IF ANY PHRASE, CLAUSE, SENTENCE OR PROVISION OF THIS COMPACT IS DECLARED
13 TO BE CONTRARY TO THE CONSTITUTION OF ANY MEMBER STATE OR OF THE UNITED
14 STATES OR IF THE APPLICABILITY THEREOF TO ANY GOVERNMENT, AGENCY, PERSON
15 OR CIRCUMSTANCE IS HELD INVALID, THE VALIDITY OF THE REMAINDER OF THIS
16 COMPACT AND THE APPLICABILITY THEREOF TO ANY GOVERNMENT, AGENCY, PERSON OR
17 CIRCUMSTANCE SHALL NOT BE AFFECTED THEREBY. IF THIS COMPACT IS HELD
18 CONTRARY TO THE CONSTITUTION OF ANY MEMBER STATE, THE COMPACT SHALL REMAIN
19 IN FULL FORCE AND EFFECT AS TO THE REMAINING MEMBER STATES AND IN FULL
20 FORCE AND EFFECT AS TO THE MEMBER STATE AFFECTED AS TO ALL SEVERABLE
21 MATTERS.

22 SECTION 14

23 BINDING EFFECT OF COMPACT AND OTHER LAWS

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

27 B. THIS COMPACT DOES NOT PREVENT THE ENFORCEMENT OF ANY OTHER LAW
28 OF A MEMBER STATE THAT IS NOT INCONSISTENT WITH THE COMPACT.

29 C. ANY LAWS IN A MEMBER STATE THAT ARE IN CONFLICT WITH THE COMPACT
30 ARE SUPERSEDED TO THE EXTENT OF THE CONFLICT.

31 D. ANY LAWFUL ACTIONS OF THE COMMISSION, INCLUDING ALL RULES AND
32 BYLAWS ADOPTED BY THE COMMISSION, ARE BINDING ON THE MEMBER STATES.

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

35 F. IF ANY PROVISION OF THE COMPACT EXCEEDS THE CONSTITUTIONAL
36 LIMITS IMPOSED ON THE LEGISLATURE OF ANY MEMBER STATE, THE PROVISION SHALL
37 BE INEFFECTIVE TO THE EXTENT OF THE CONFLICT WITH THE CONSTITUTIONAL
38 PROVISION IN QUESTION IN THAT MEMBER STATE.