

House Bill 2357

Sponsored by Representative MCLAIN (Pre-session filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**. The statement includes a measure digest written in compliance with applicable readability standards.

Digest: The Act makes this state join a compact to let occupational therapists from other states work in this state. The Act also makes this state join a compact to let audiologists and speech-language pathologists from other states work in this state. (Flesch Readability Score: 60.1).

Enacts the interstate Occupational Therapy Licensure Compact. Permits the Occupational Therapy Licensure Board to disclose specified information to the Occupational Therapy Compact Commission. Exempts individuals authorized to work as occupational therapists or occupational therapy assistants under compact privilege from the requirement to obtain a license from the board and from restrictions on the use of titles. Allows the board to use moneys to meet financial obligations imposed on the State of Oregon as a result of participation in the compact.

Enacts the Audiology and Speech-Language Pathology Interstate Compact. Permits the State Board of Examiners of Speech-Language Pathology and Audiology to disclose specified information to the Audiology and Speech-Language Pathology Compact Commission. Exempts individuals practicing audiology or speech-language pathology under the compact from the requirement to obtain a license from the board. Allows the board to use moneys to meet financial obligations imposed on this state as a result of participation in the compact.

Takes effect on the 91st day following adjournment sine die.

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A BILL FOR AN ACT

Relating to health care professional interstate compacts; creating new provisions; amending ORS 675.220, 675.222, 675.330, 676.177, 681.230, 681.250 and 681.480.

Be It Enacted by the People of the State of Oregon:

OCCUPATIONAL THERAPY LICENSURE COMPACT

SECTION 1. The provisions of the Occupational Therapy Licensure Compact are as follows:

OCCUPATIONAL THERAPY LICENSURE COMPACT

SECTION 1. PURPOSE

The purpose of this Compact is to facilitate interstate practice of occupational therapy with the goal of improving public access to occupational therapy services. The practice of occupational therapy occurs in the state where the patient or client is located at the time of the patient or client encounter. This 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:

A. Increase public access to occupational therapy services by providing for the mutual recognition of other member state licenses;

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 **B. Enhance the states' ability to protect the public's health and safety;**

2 **C. Encourage the cooperation of member states in regulating multistate occupational**
3 **therapy practice;**

4 **D. Support spouses of relocating military members;**

5 **E. Enhance the exchange of licensure, investigative and disciplinary information between**
6 **member states;**

7 **F. Allow a remote state to hold a provider of services with a compact privilege in that**
8 **state accountable to that state's practice standards; and**

9 **G. Facilitate the use of telehealth technology in order to increase access to occupational**
10 **therapy services.**

11 **SECTION 2. DEFINITIONS**

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

14 **A. "Active duty military" means full-time duty status in the active uniformed service of**
15 **the United States, including members of the National Guard and Reserve on active duty or-**
16 **ders pursuant to 10 U.S.C. Chapter 1209 and 10 U.S.C. Chapter 1211.**

17 **B. "Adverse action" means any administrative, civil, equitable or criminal action per-**
18 **mitted by a state's laws which is imposed by a licensing board or other authority against an**
19 **occupational therapist or occupational therapy assistant, including actions against an**
20 **individual's license or compact privilege such as censure, revocation, suspension, probation**
21 **or monitoring of the licensee or restriction on the licensee's practice.**

22 **C. "Alternative program" means a nondisciplinary monitoring process approved by an**
23 **occupational therapy licensing board.**

24 **D. "Compact privilege" means the authorization, which is equivalent to a license, granted**
25 **by a remote state to allow a licensee from another member state to practice as an occupa-**
26 **tional therapist or practice as an occupational therapy assistant in the remote state under**
27 **its laws and rules. The practice of occupational therapy occurs in the member state where**
28 **the patient or client is located at the time of the patient or client encounter.**

29 **E. "Continuing competence or education" means a requirement, as a condition of license**
30 **renewal, to provide evidence of participation in, and/or completion of, educational and pro-**
31 **fessional activities relevant to practice or area of work.**

32 **F. "Current significant investigative information" means investigative information that**
33 **a licensing board, after an inquiry or investigation that includes notification and an oppor-**
34 **tunity for the occupational therapist or occupational therapy assistant to respond, if required**
35 **by state law, has reason to believe is not groundless and, if proved true, would indicate more**
36 **than a minor infraction.**

37 **G. "Data system" means a repository of information about licensees, including but not**
38 **limited to license status, investigative information, Compact privileges and adverse actions.**

39 **H. "Encumbered license" means a license in which an adverse action restricts the prac-**
40 **tice of occupational therapy by the licensee or said adverse action has been reported to the**
41 **National Practitioner Data Bank.**

42 **I. "Executive committee" means a group of directors elected or appointed to act on be-**
43 **half of, and within the powers granted to them by, the Commission.**

44 **J. "Home state" means the member state that is the licensee's primary state of resi-**
45 **dence.**

1 **K. “Investigative information” means information, records and/or documents received**
 2 **or generated by an occupational therapy licensing board pursuant to an investigation.**

3 **L. “Jurisprudence requirement” means the assessment of an individual’s knowledge of**
 4 **the laws and rules governing the practice of occupational therapy in a state.**

5 **M. “Licensee” means an individual who currently holds an authorization from the state**
 6 **to practice as an occupational therapist or as an occupational therapy assistant.**

7 **N. “Member state” means a state that has enacted the Compact.**

8 **O. “Occupational therapist” means an individual who is licensed by a state to practice**
 9 **occupational therapy.**

10 **P. “Occupational therapy,” “occupational therapy practice” and the “practice of occupa-**
 11 **tional therapy” mean the care and services provided by an occupational therapist or an oc-**
 12 **cupational therapy assistant as set forth in the member state’s statutes and regulations.**
 13 **“Occupational therapy” also has the meaning given the term in ORS 675.210.**

14 **Q. “Occupational therapy assistant” means an individual who is licensed by a state to**
 15 **assist in the practice of occupational therapy.**

16 **R. “Occupational Therapy Compact Commission” or “Commission” means the national**
 17 **administrative body whose membership consists of all states that have enacted this Compact.**

18 **S. “Occupational therapy licensing board” or “licensing board” means the agency of a**
 19 **state that is authorized to license and regulate occupational therapists and occupational**
 20 **therapy assistants.**

21 **T. “Primary state of residence” means the state (also known as the home state) in which**
 22 **an occupational therapist or occupational therapy assistant who is not active duty military**
 23 **declares a primary residence for legal purposes as verified by: driver’s license, federal in-**
 24 **come tax return, lease, deed, mortgage or voter registration or other verifying documenta-**
 25 **tion as further defined by Commission rules.**

26 **U. “Remote state” means a member state other than the home state where a licensee is**
 27 **exercising or seeking to exercise the Compact privilege.**

28 **V. “Rule” means a regulation promulgated by the Commission that has the force of law.**

29 **W. “Single-state license” means an occupational therapist or occupational therapy as-**
 30 **stant license issued by a member state that authorizes practice only within the issuing**
 31 **state and does not include a Compact privilege in any other member state.**

32 **X. “State” means any state, commonwealth, district or territory of the United States of**
 33 **America that regulates the practice of occupational therapy.**

34 **Y. “Telehealth” means the application of telecommunication technology to deliver occu-**
 35 **pational therapy services for assessment, intervention and/or consultation.**

36 **SECTION 3. STATE PARTICIPATION IN THE COMPACT**

37 **A. To participate in this Compact, a member state shall:**

- 38 **1. License occupational therapists and occupational therapy assistants;**
- 39 **2. Participate fully in the Commission’s data system, including but not limited to using**
 40 **the Commission’s unique identifier as defined in rules of the Commission;**
- 41 **3. Have a mechanism in place for receiving and investigating complaints about licensees;**
- 42 **4. Notify the Commission, in compliance with the terms of this Compact and rules, of any**
 43 **adverse action or the availability of investigative information regarding a licensee;**
- 44 **5. Implement or utilize procedures for considering the criminal history records of appli-**
 45 **cants for an initial compact privilege. These procedures shall include the submission of fin-**

1 gerprints or other biometric-based information by applicants for the purpose of obtaining an
 2 applicant's criminal history record information from the Federal Bureau of Investigation and
 3 the agency responsible for retaining that state's criminal records;

4 a. A member state shall, within a time frame established by the Commission, require a
 5 criminal background check for a licensee seeking or applying for a compact privilege whose
 6 primary state of residence is that member state by receiving the results of the Federal Bu-
 7 reau of Investigation criminal record search and shall use the results in making licensure
 8 decisions.

9 b. Communication between a member state and the Commission and among member
 10 states regarding the verification of eligibility for licensure through this Compact shall not
 11 include any information received from the Federal Bureau of Investigation relating to a
 12 federal criminal records check performed by a member state under Public Law 92-544;

13 6. Comply with the rules of the Commission;

14 7. Utilize only a recognized national examination as a requirement for licensure pursuant
 15 to the rules of the Commission; and

16 8. Have continuing competence or education requirements as a condition for license re-
 17 newal.

18 B. A member state shall grant the Compact privilege to a licensee holding a valid unen-
 19 cumbered license in another member state in accordance with the terms of this Compact and
 20 rules.

21 C. Member states may charge a fee for granting a Compact privilege.

22 D. A member state shall provide for the state's delegate to attend all Occupational
 23 Therapy Compact Commission meetings.

24 E. Individuals not residing in a member state shall continue to be able to apply for a
 25 member state's single-state license as provided under the laws of each member state. How-
 26 ever, the single-state license granted to these individuals shall not be recognized as granting
 27 the Compact privilege in any other member state.

28 F. Nothing in this Compact shall affect the requirements established by a member state
 29 for the issuance of a single-state license.

30 **SECTION 4. COMPACT PRIVILEGE**

31 A. To exercise the Compact privilege under the terms and provisions of this Compact,
 32 the licensee shall:

33 1. Hold a license in the home state;

34 2. Have a valid United States Social Security Number or National Provider Identification
 35 number;

36 3. Have no encumbrance on any state license;

37 4. Be eligible for a Compact privilege in any member state in accordance with Sections
 38 4D, F, G, and H of this Compact;

39 5. Have paid all fines and completed all requirements resulting from any adverse action
 40 against any license or Compact privilege, and two years have elapsed from the date of such
 41 completion;

42 6. Notify the Commission that the licensee is seeking the Compact privilege within a re-
 43 mote state;

44 7. Pay any applicable fees, including any state fee, for the Compact privilege;

45 8. Complete a criminal background check in accordance with Section 3A.5 of this Com-

1 pact. The licensee shall be responsible for the payment of any fee associated with the com-
 2 pletion of a criminal background check;

3 9. Meet any jurisprudence requirements established by the remote state in which the
 4 licensee is seeking a compact privilege; and

5 10. Report to the Commission adverse action taken by any nonmember state within 30
 6 days from the date the adverse action is taken.

7 B. The Compact privilege is valid until the expiration date of the home state license. The
 8 licensee must comply with the requirements of Section 4A of this Compact to maintain the
 9 Compact privilege in the remote state.

10 C. A licensee providing occupational therapy in a remote state under the Compact privi-
 11 lege shall function within the laws and regulations of the remote state.

12 D. Occupational therapy assistants practicing in a remote state shall be supervised by
 13 an occupational therapist licensed or holding a Compact privilege in that remote state.

14 E. A licensee providing occupational therapy in a remote state is subject to that state's
 15 regulatory authority. A remote state may, in accordance with due process and that state's
 16 laws, remove a licensee's Compact privilege in the remote state for a specific period of time,
 17 impose fines and/or take any other necessary actions to protect the health and safety of its
 18 citizens. The licensee may be ineligible for a Compact privilege in any state until the specific
 19 time for removal has passed and all fines are paid.

20 F. If a home state license is encumbered, the licensee shall lose the Compact privilege
 21 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 on which the home state license is no longer
 24 encumbered in accordance with Section 4F.1 of this Compact.

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

28 H. If a licensee's Compact privilege in any remote state is removed, the individual may
 29 lose the Compact privilege in any other remote state until the following occur:

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

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

32 3. Two years have elapsed from the date of completing requirements set forth in Section
 33 4H.1 and 2 of this Compact; and

34 4. The compact privileges are reinstated by the Commission and the Compact data sys-
 35 tem is updated to reflect reinstatement.

36 I. If a licensee's Compact privilege in any remote state is removed due to an erroneous
 37 charge, privileges shall be restored through the Compact data system.

38 J. Once the requirements of Section 4H of this Compact have been met, the licensee must
 39 meet the requirements in Section 4A of this Compact to obtain a Compact privilege in a re-
 40 mote state.

41 SECTION 5. An occupational therapist or occupational therapy assistant may hold a
 42 home state license which allows for Compact privileges in member states in only one member
 43 state at a time.

44 B. If an occupational therapist or occupational therapy assistant changes primary state
 45 of residence by moving between two member states:

1 **1. The occupational therapist or occupational therapy assistant shall file an application**
2 **for obtaining a new home state license by virtue of a compact privilege, pay all applicable**
3 **fees and notify the current and new home state in accordance with applicable rules adopted**
4 **by the Commission.**

5 **2. Upon receipt of an application for obtaining a new home state license by virtue of**
6 **Compact privilege, the new home state shall verify that the occupational therapist or occu-**
7 **pational therapy assistant meets the pertinent criteria outlined in Section 4 of this Compact**
8 **via the data system without need for primary source verification except for:**

9 **a. An FBI fingerprint based criminal background check if not previously performed or**
10 **updated pursuant to applicable rules adopted by the Commission in accordance with Public**
11 **Law 92-544;**

12 **b. Other criminal background check as required by the new home state; and**

13 **c. Submission of any requisite jurisprudence requirements of the new home state.**

14 **3. The former home state shall convert the former home state license into a Compact**
15 **privilege once the new home state has activated the new home state license in accordance**
16 **with applicable rules adopted by the Commission.**

17 **4. Notwithstanding any other provision of this Compact, if the occupational therapist or**
18 **occupational therapy assistant cannot meet the criteria in Section 4 of this Compact, the**
19 **new home state shall apply its requirements for issuing a new single-state license.**

20 **5. The occupational therapist or the occupational therapy assistant shall pay all applica-**
21 **ble fees to the new home state in order to be issued a new home state license.**

22 **C. If an occupational therapist or occupational therapy assistant changes primary state**
23 **of residence by moving from a member state to a nonmember state, or from a nonmember**
24 **state to a member state, the state criteria shall apply for issuance of a single-state license**
25 **in the new state.**

26 **D. Nothing in this Compact shall interfere with a licensee's ability to hold a single-state**
27 **license in multiple states. However, for the purposes of this Compact, a licensee shall have**
28 **only one home state license.**

29 **E. Nothing in this Compact shall affect the requirements established by a member state**
30 **for the issuance of a single-state license.**

31 **SECTION 6. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES**

32 **A. Active duty military personnel, or their spouses, shall designate a home state where**
33 **the individual has a current license in good standing. The individual may retain the home**
34 **state designation during the period the service member is on active duty. Subsequent to**
35 **designating a home state, the individual shall only change their home state through appli-**
36 **cation for licensure in the new state or through the process described in Section 5 of this**
37 **Compact.**

38 **SECTION 7. ADVERSE ACTIONS**

39 **A. A home state shall have exclusive power to impose adverse action against an occupa-**
40 **tional therapist's or occupational therapy assistant's license issued by the home state.**

41 **B. In addition to the other powers conferred by state law, a remote state shall have the**
42 **authority, in accordance with existing state due process law, to:**

43 **1. Take adverse action against an occupational therapist's or occupational therapy**
44 **assistant's Compact privilege within that member state.**

45 **2. Issue subpoenas for both hearings and investigations that require the attendance and**

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

8 **C. For purposes of taking adverse action, the home state shall give the same priority and**
 9 **effect to reported conduct received from a member state as it would if the conduct had oc-**
 10 **curred within the home state. In so doing, the home state shall apply its own state laws to**
 11 **determine appropriate action.**

12 **D. The home state shall complete any pending investigations of an occupational therapist**
 13 **or occupational therapy assistant who changes primary state of residence during the course**
 14 **of the investigations. The home state, where the investigations were initiated, shall also have**
 15 **the authority to take appropriate action and shall promptly report the conclusions of the**
 16 **investigations to the Occupational Therapy Compact Commission data system. The data**
 17 **system administrator shall promptly notify the new home state of any adverse actions.**

18 **E. A member state, if otherwise permitted by state law, may recover from the affected**
 19 **occupational therapist or occupational therapy assistant the costs of investigations and dis-**
 20 **position of cases resulting from any adverse action taken against that occupational therapist**
 21 **or occupational therapy assistant.**

22 **F. A member state may take adverse action based on the factual findings of the remote**
 23 **state, provided that the member state follows its own procedures for taking the adverse**
 24 **action.**

25 **G. Joint Investigations**

26 **1. In addition to the authority granted to a member state by its respective state occu-**
 27 **pational therapy laws and regulations or other applicable state law, any member state may**
 28 **participate with other member states in joint investigations of licensees.**

29 **2. Member states shall share any investigative, litigation or compliance materials in**
 30 **furtherance of any joint or individual investigation initiated under this Compact.**

31 **H. If an adverse action is taken by the home state against an occupational therapist's**
 32 **or occupational therapy assistant's license, the occupational therapist's or occupational**
 33 **therapy assistant's Compact privilege in all other member states shall be deactivated until**
 34 **all encumbrances have been removed from the state license. All home state disciplinary or-**
 35 **ders that impose adverse action against an occupational therapist's or occupational therapy**
 36 **assistant's license shall include a statement that the occupational therapist's or occupational**
 37 **therapy assistant's compact privilege is deactivated in all member states during the**
 38 **pendency of the order.**

39 **I. If a member state takes adverse action, it shall promptly notify the administrator of**
 40 **the data system. The administrator of the data system shall promptly notify the home state**
 41 **of any adverse actions by remote states.**

42 **J. Nothing in this Compact shall override a member state's decision that participation in**
 43 **an alternative program may be used in lieu of adverse action.**

44 **SECTION 8. ESTABLISHMENT OF THE OCCUPATIONAL THERAPY COMPACT COM-**
 45 **MISSION.**

1 **A. The Compact member states hereby create and establish a joint public agency known**
2 **as the Occupational Therapy Compact Commission:**

3 **1. The Commission is an instrumentality of the Compact states.**

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

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

9 **B. Membership, Voting and Meetings**

10 **1. Each member state shall have and be limited to one delegate selected by that member**
11 **state's licensing board.**

12 **2. The delegate shall be either:**

13 **a. A current member of the licensing board who is an occupational therapist, occupa-**
14 **tional therapy assistant or public member; or**

15 **b. An administrator of the licensing board.**

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

18 **4. The member state board shall fill any vacancy occurring in the Commission within 90**
19 **days.**

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

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

27 **7. The Commission shall establish by rule a term of office for delegates.**

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

29 **1. Establish a code of ethics for the Commission;**

30 **2. Establish the fiscal year of the Commission;**

31 **3. Establish bylaws;**

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

33 **5. Meet and take such actions as are consistent with the provisions of this Compact and**
34 **the bylaws;**

35 **6. Promulgate uniform rules to facilitate and coordinate implementation and adminis-**
36 **tration of this Compact. Subject to Section 10A.2 of this Compact, the rules shall have the**
37 **force and effect of law and shall be binding in all member states;**

38 **7. Bring and prosecute legal proceedings or actions in the name of the Commission,**
39 **provided that the standing of any state occupational therapy licensing board to sue or be**
40 **sued under applicable law shall not be affected;**

41 **8. Purchase and maintain insurance and bonds;**

42 **9. Borrow, accept or contract for services of personnel, including, but not limited to,**
43 **employees of a member state;**

44 **10. Hire employees, elect or appoint officers, fix compensation, define duties, grant such**
45 **individuals appropriate authority to carry out the purposes of the Compact and establish the**

1 Commission's personnel policies and programs relating to conflicts of interest, qualifications
2 of personnel and other related personnel matters;

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

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

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

11 14. Establish a budget and make expenditures;

12 15. Borrow money;

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

16 17. Provide information to and receive information from, and cooperate with, law
17 enforcement agencies;

18 18. Establish and elect an executive committee; and

19 19. Perform such other functions as may be necessary or appropriate to achieve the
20 purposes of this Compact consistent with the state regulation of occupational therapy
21 licensure and practice.

22 **D. The Executive Committee**

23 The executive committee shall have the power to act on behalf of the Commission ac-
24 cording to the terms of this Compact.

25 1. The executive committee shall be composed of nine members:

26 a. Seven voting members who are elected by the Commission from the current member-
27 ship of the Commission;

28 b. One ex-officio, nonvoting member from a recognized national occupational therapy
29 professional association; and

30 c. One ex-officio, nonvoting member from a recognized national occupational therapy
31 certification organization.

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

33 3. The Commission may remove any member of the executive committee as provided in
34 bylaws.

35 4. The executive committee shall meet at least annually.

36 5. The executive committee shall have the following duties and responsibilities:

37 a. Recommend to the entire Commission changes to the rules or bylaws, changes to this
38 Compact legislation, fees paid by Compact member states such as annual dues and any
39 Compact fee charged to licensees for the Compact privilege;

40 b. Ensure Compact administration services are appropriately provided, contractual or
41 otherwise;

42 c. Prepare and recommend the budget;

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

44 e. Monitor Compact compliance of member states and provide compliance reports to the
45 Commission;

1 **f. Establish additional committees as necessary; and**

2 **g. Perform other duties as provided in rules or bylaws.**

3 **E. Meetings of the Commission**

4 **1. All meetings shall be open to the public, and public notice of meetings shall be given**
5 **in the same manner as required under the rulemaking provisions in Section 10 of this Com-**
6 **pact.**

7 **2. The Commission or the executive committee or other committees of the Commission**
8 **may convene in a closed, nonpublic meeting if the Commission or executive committee or**
9 **other committees of the Commission must discuss:**

10 **a. Noncompliance of a member state with its obligations under this Compact;**

11 **b. The employment, compensation, discipline or other matters, practices or procedures**
12 **related to specific employees or other matters related to the Commission's internal person-**
13 **nel practices and procedures;**

14 **c. Current, threatened or reasonably anticipated litigation;**

15 **d. Negotiation of contracts for the purchase, lease or sale of goods, services or real es-**
16 **tate;**

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

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

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

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

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

26 **j. Matters specifically exempted from disclosure by federal or member state statute.**

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

30 **4. The Commission shall keep minutes that fully and clearly describe all matters dis-**
31 **cussed in a meeting and shall provide a full and accurate summary of actions taken, and the**
32 **reasons therefore, including a description of the views expressed. All documents considered**
33 **in connection with an action shall be identified in such minutes. All minutes and documents**
34 **of a closed meeting shall remain under seal, subject to release by a majority vote of the**
35 **Commission or order of a court of competent jurisdiction.**

36 **F. Financing of the Commission**

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

39 **2. The Commission may accept any and all appropriate revenue sources, donations and**
40 **grants of money, equipment, supplies, materials and services.**

41 **3.a. The Commission may levy on and collect an annual assessment from each member**
42 **state or impose fees on other parties to cover the cost of the operations and activities of the**
43 **Commission and its staff, which must be in a total amount sufficient to cover its annual**
44 **budget as approved by the Commission each year for which revenue is not provided by other**
45 **sources. The aggregate annual assessment amount shall be allocated based upon a formula**

1 to be determined by the Commission, which shall promulgate a rule binding upon all member
 2 states.

3 **b. An assessment levied, or any other financial obligation imposed, under this Compact**
 4 **is effective against the State of Oregon only to the extent that moneys necessary to pay the**
 5 **assessment or meet the financial obligation have been deposited in the Occupational Therapy**
 6 **Licensing Board Account established under ORS 675.330.**

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

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

16 **G. Qualified Immunity, Defense and Indemnification**

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

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

35 **3. The Commission shall indemnify and hold harmless any member, officer, executive di-**
 36 **rector, employee or representative of the Commission for the amount of any settlement or**
 37 **judgment obtained against that person arising out of any actual or alleged act, error or**
 38 **omission that occurred within the scope of Commission employment, duties or responsibil-**
 39 **ities, or that such person had a reasonable basis for believing occurred within the scope of**
 40 **Commission employment, duties or responsibilities, provided that the actual or alleged act,**
 41 **error or omission did not result from the intentional or willful or wanton misconduct of that**
 42 **person.**

43 **SECTION 9. DATA SYSTEM**

44 **A. The Commission shall provide for the development, maintenance and utilization of a**
 45 **coordinated database and reporting system containing licensure, adverse action and investi-**

1 **gative information on all licensed individuals in member states.**

2 **B. A member state shall submit a uniform data set to the data system on all individuals**
 3 **to whom this Compact is applicable (utilizing a unique identifier) as required by the rules of**
 4 **the Commission, including:**

5 **1. Identifying information;**

6 **2. Licensure data;**

7 **3. Adverse actions against a license or Compact privilege;**

8 **4. Nonconfidential information related to alternative program participation;**

9 **5. Any denial of application for licensure and the reasons for such denial;**

10 **6. Other information that may facilitate the administration of this Compact, as deter-**
 11 **mined by the rules of the Commission; and**

12 **7. Current significant investigative information.**

13 **C. Current significant investigative information and other investigative information per-**
 14 **taining to a licensee in any member state will only be available to other member states.**

15 **D. The Commission shall promptly notify all member states of any adverse action taken**
 16 **against a licensee or an individual applying for a license. Adverse action information per-**
 17 **taining to a licensee in any member state will be available to any other member state.**

18 **E. Member states contributing information to the data system may designate informa-**
 19 **tion that may not be shared with the public without the express permission of the contrib-**
 20 **uting state.**

21 **F. Any information submitted to the data system that is subsequently required to be**
 22 **expunged by the laws of the member state contributing the information shall be removed**
 23 **from the data system.**

24 **SECTION 10. RULEMAKING**

25 **A.1. The Commission shall exercise its rulemaking powers pursuant to the criteria set**
 26 **forth in this section and the rules adopted thereunder. Rules and amendments shall become**
 27 **binding as of the date specified in each rule or amendment.**

28 **2. Notwithstanding Section 10A.1 of this Compact, the Occupational Therapy Licensing**
 29 **Board shall review the rules of the Commission. The board may approve and adopt the rules**
 30 **of the Commission as rules of the board. The State of Oregon is subject to a rule of the**
 31 **Commission only if the rule of the Commission is adopted by the board.**

32 **B. The Commission shall promulgate reasonable rules in order to effectively and effi-**
 33 **ciently achieve the purposes of this Compact. Notwithstanding the foregoing, in the event the**
 34 **Commission exercises its rulemaking authority in a manner that is beyond the scope of the**
 35 **purposes of this Compact, or the powers granted hereunder, then such an action by the**
 36 **Commission shall be invalid and have no force and effect.**

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

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

43 **E. Prior to promulgation and adoption of a final rule or rules by the Commission, and**
 44 **at least 30 days in advance of the meeting at which the rule will be considered and voted**
 45 **upon, the Commission shall file a notice of proposed rulemaking:**

- 1 **1. On the website of the Commission or other publicly accessible platform; and**
- 2 **2. On the website of each member state occupational therapy licensing board or other**
- 3 **publicly accessible platform or the publication in which each state would otherwise publish**
- 4 **proposed rules.**

5 **F. The notice of proposed rulemaking shall include:**

- 6 **1. The proposed time, date and location of the meeting in which the rule will be consid-**
- 7 **ered and voted upon;**
- 8 **2. The text of the proposed rule or amendment and the reason for the proposed rule;**
- 9 **3. A request for comments on the proposed rule from any interested person; and**
- 10 **4. The manner in which interested persons may submit notice to the Commission of their**
- 11 **intention to attend the public hearing and any written comments.**

12 **G. Prior to adoption of a proposed rule, the Commission shall allow persons to submit**

13 **written data, facts, opinions and arguments, which shall be made available to the public.**

14 **H. The Commission shall grant an opportunity for a public hearing before it adopts a rule**

15 **or amendment if a hearing is requested by:**

- 16 **1. At least 25 persons;**
- 17 **2. A state or federal governmental subdivision or agency; or**
- 18 **3. An association or organization having at least 25 members.**

19 **I. If a hearing is held on the proposed rule or amendment, the Commission shall publish**

20 **the place, time and date of the scheduled public hearing. If the hearing is held via electronic**

21 **means, the Commission shall publish the mechanism for access to the electronic hearing.**

22 **1. All persons wishing to be heard at the hearing shall notify the executive director of**

23 **the Commission or other designated member in writing of their desire to appear and testify**

24 **at the hearing not less than five business days before the scheduled date of the hearing.**

25 **2. Hearings shall be conducted in a manner providing each person who wishes to com-**

26 **ment a fair and reasonable opportunity to comment orally or in writing.**

27 **3. All hearings will be recorded. A copy of the recording will be made available on re-**

28 **quest.**

29 **4. Nothing in this section shall be construed as requiring a separate hearing on each rule.**

30 **Rules may be grouped for the convenience of the Commission at hearings required by this**

31 **section.**

32 **J. Following the scheduled hearing date, or by the close of business on the scheduled**

33 **hearing date if the hearing was not held, the Commission shall consider all written and oral**

34 **comments received.**

35 **K. If no written notice of intent to attend the public hearing by interested parties is re-**

36 **ceived, the Commission may proceed with promulgation of the proposed rule without a public**

37 **hearing.**

38 **L. The Commission shall, by majority vote of all members, take final action on the pro-**

39 **posed rule and shall determine the effective date of the rule, if any, based on the rulemaking**

40 **record and the full text of the rule.**

41 **M. Upon determination that an emergency exists, the Commission may consider and**

42 **adopt an emergency rule without prior notice, opportunity for comment or hearing, provided**

43 **that the usual rulemaking procedures provided in this Compact and in this section shall be**

44 **retroactively applied to the rule as soon as reasonably possible, in no event later than 90 days**

45 **after the effective date of the rule. For the purposes of this provision, an emergency rule is**

1 one that must be adopted immediately in order to:

- 2 1. Meet an imminent threat to public health, safety or welfare;
- 3 2. Prevent a loss of Commission or member state funds;
- 4 3. Meet a deadline for the promulgation of an administrative rule that is established by
- 5 federal law or rule; or
- 6 4. Protect public health and safety.

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

16 **SECTION 11. OVERSIGHT, DISPUTE RESOLUTION AND ENFORCEMENT**

17 **A. Oversight**

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

22 2. All courts shall take judicial notice of this Compact and the rules in any judicial or
 23 administrative proceeding in a member state pertaining to the subject matter of this Com-
 24 pact which may affect the powers, responsibilities or actions of the Commission.

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

29 **B. Default, Technical Assistance and Termination**

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

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

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

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

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

1 4. A state that has been terminated is responsible for all assessments, obligations and
 2 liabilities incurred through the effective date of termination, including obligations that ex-
 3 tend beyond the effective date of termination.

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

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

11 **C. Dispute Resolution**

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

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

17 **D. Enforcement**

18 1. The Commission, in the reasonable exercise of its discretion, shall enforce the pro-
 19 visions and rules of this Compact.

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

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

28 **SECTION 12. DATE OF IMPLEMENTATION OF THE INTERSTATE COMMISSION FOR**
 29 **OCCUPATIONAL THERAPY PRACTICE AND ASSOCIATED RULES, WITHDRAWAL AND**
 30 **AMENDMENT**

31 A. This Compact shall come into effect on the date on which this Compact statute is
 32 enacted into law in the 10th member state. The provisions, which become effective at that
 33 time, shall be limited to the powers granted to the Commission relating to assembly and the
 34 promulgation of rules. Thereafter, the Commission shall meet and exercise rulemaking pow-
 35 ers necessary to the implementation and administration of this Compact.

36 B. Any state that joins this Compact subsequent to the Commission's initial adoption of
 37 the rules shall be subject to the rules as they exist on the date on which this Compact be-
 38 comes law in that state. Any rule that has been previously adopted by the Commission shall
 39 have the full force and effect of law on the day this Compact becomes law in that state.

40 C. Any member state may withdraw from this Compact by enacting a statute repealing
 41 the same.

42 1. A member state's withdrawal shall not take effect until six months after enactment
 43 of the repealing statute.

44 2. Withdrawal shall not affect the continuing requirement of the withdrawing state's
 45 occupational therapy licensing board to comply with the investigative and adverse action

1 reporting requirements of this Compact prior to the effective date of withdrawal.

2 D. Nothing contained in this Compact shall be construed to invalidate or prevent any
 3 occupational therapy licensure agreement or other cooperative arrangement between a
 4 member state and a nonmember state that does not conflict with the provisions of this
 5 Compact.

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

9 **SECTION 13. CONSTRUCTION AND SEVERABILITY**

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

19 **SECTION 14. BINDING EFFECT OF COMPACT AND OTHER LAWS**

20 A. A licensee providing occupational therapy in a remote state under the compact privi-
 21 lege shall function within the laws and regulations of the remote state.

22 B. Nothing herein prevents the enforcement of any other law of a member state that is
 23 not inconsistent with this Compact.

24 C. Any laws in a member state in conflict with this Compact are superseded to the extent
 25 of the conflict.

26 D. Any lawful actions of the Commission, including all rules and bylaws promulgated by
 27 the Commission, are binding upon the member states.

28 E. All agreements between the Commission and the member states are binding in ac-
 29 cordance with their terms.

30 F. In the event any provision of this Compact exceeds the constitutional limits imposed
 31 on the legislature of any member state, the provision shall be ineffective to the extent of the
 32 conflict with the constitutional provision in question in that member state.

34
 35 **SECTION 2.** The Legislative Assembly of the State of Oregon hereby ratifies the Occu-
 36 pational Therapy Licensure Compact set forth in section 1 of this 2025 Act.

37 **SECTION 3.** ORS 675.220 is amended to read:

38 675.220. (1) [No] A person [shall] **may not** practice occupational therapy or purport to be an
 39 occupational therapist or occupational therapy assistant, or as being able to practice occupational
 40 therapy, or to render occupational therapy services, or use the abbreviations designated by the Oc-
 41 cupational Therapy Licensing Board under ORS 675.320 unless the person is licensed in accordance
 42 with ORS 675.210 to 675.340.

43 (2) ORS 675.210 to 675.340 do not apply to:

44 (a) Employment as an occupational therapist or occupational therapy assistant in an institution
 45 or an agency of the federal government.

1 (b) Persons licensed under any other law of this state to do any acts included in the definition
 2 of occupational therapy in ORS 675.210 or persons working under the direction of any such person.

3 (c) The practice of occupational therapy which is incidental to the planned program of study for
 4 students enrolled in an occupational therapist or occupational therapy assistant program approved
 5 by the board.

6 **(3) This section does not apply to a person who is authorized to practice as an occupa-**
 7 **tional therapist or occupational therapy assistant by compact privilege as defined in section**
 8 **1 of this 2025 Act.**

9 **SECTION 4.** ORS 675.222 is amended to read:

10 675.222. (1) [No] A person [shall] **may not** hire or employ a person to practice as an occupa-
 11 tional therapist or as an occupational therapy assistant unless the person hired or employed is li-
 12 censed in accordance with ORS 675.210 to 675.340.

13 **(2) Subsection (1) of this section does not apply to a person who is authorized to practice**
 14 **as an occupational therapist or occupational therapy assistant by compact privilege as de-**
 15 **defined in section 1 of this 2025 Act.**

16 **SECTION 5.** ORS 675.330 is amended to read:

17 675.330. (1) The Occupational Therapy Licensing Board Account is established in the State
 18 Treasury, separate and distinct from the General Fund. All moneys received by the Occupational
 19 Therapy Licensing Board under ORS 675.210 to 675.340 shall be deposited into the account and are
 20 continuously appropriated to the board to be used only for the administration and enforcement of
 21 ORS 675.210 to 675.340, 675.990 (2), 676.850 and 676.860 **and for the purpose of meeting the fi-**
 22 **ancial obligations imposed on the State of Oregon as a result of this state's participation**
 23 **in the Occupational Therapy Licensure Compact described in section 1 of this 2025 Act.** Any
 24 interest or other income from moneys in the account shall be credited to the account.

25 (2) All civil penalties collected or received for violations of or in prosecutions under ORS
 26 675.210 to 675.340 shall be deposited into the [*Occupational Therapy Licensing Board*] account and
 27 shall be used only for the administration and enforcement of ORS 675.210 to 675.340.

28 **SECTION 6.** (1) **The amendments to ORS 675.220 and 675.222 by sections 3 and 4 of this**
 29 **2025 Act apply to individuals authorized to work as occupational therapists or occupational**
 30 **therapy assistants by compact privilege on and after the operative date specified in section**
 31 **7 of this 2025 Act.**

32 **(2) The amendments to ORS 675.330 by section 5 of this 2025 Act apply to moneys received**
 33 **by the Occupational Therapy Licensing Board on and after the operative date specified in**
 34 **section 7 of this 2025 Act.**

35 **SECTION 7.** (1) Sections 1 and 2 of this 2025 Act and the amendments to ORS 675.220,
 36 675.222 and 675.330 by sections 3 to 5 of this 2025 Act become operative on January 1, 2026.

37 **(2) The Occupational Therapy Licensing Board may take any action before the operative**
 38 **date specified in subsection (1) of this section that is necessary to enable the board to exer-**
 39 **cise, on and after the operative date specified in subsection (1) of this section, all of the du-**
 40 **ties, functions and powers conferred on the board by sections 1 and 2 of this 2025 Act and**
 41 **the amendments to ORS 675.220, 675.222 and 675.330 by sections 3 to 5 of this 2025 Act.**

42
 43 **AUDIOLOGY AND SPEECH-LANGUAGE PATHOLOGY INTERSTATE COMPACT**

44
 45 **SECTION 8.** The provisions of the Audiology and Speech-Language Pathology Interstate

1 Compact are as follows:
2
3

4 **AUDIOLOGY AND SPEECH-LANGUAGE PATHOLOGY INTERSTATE COMPACT**

5
6 **SECTION 1. PURPOSE**

7 The purpose of this Compact is to facilitate interstate practice of audiology and speech-
8 language pathology with the goal of improving public access to audiology and speech-
9 language pathology services. The practice of audiology and speech-language pathology occurs
10 in the state where the patient, client or student is located at the time of the patient, client
11 or student encounter. This Compact preserves the regulatory authority of states to protect
12 public health and safety through the current system of state licensure.

13 This Compact is designed to achieve the following objectives:

14 A. Increase public access to audiology and speech-language pathology services by pro-
15 viding for the mutual recognition of other member state licenses;

16 B. Enhance the states' ability to protect the public's health and safety;

17 C. Encourage the cooperation of member states in regulating multistate audiology and
18 speech-language pathology practice;

19 D. Support spouses of relocating active duty military personnel;

20 E. Enhance the exchange of licensure, investigative and disciplinary information between
21 member states;

22 F. Allow a remote state to hold a provider of services with a Compact privilege in that
23 state accountable to that state's practice standards; and

24 G. Allow for the use of telehealth technology to facilitate increased access to audiology
25 and speech-language pathology services.

26 **SECTION 2. DEFINITIONS**

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

29 A. "Active duty military" means full-time duty status in the active uniformed service of
30 the United States, including members of the National Guard and Reserve on active duty or-
31 ders pursuant to 10 U.S.C. chapters 1209 and 1211.

32 B. "Adverse action" means any administrative, civil, equitable or criminal action per-
33 mitted by a state's laws which is imposed by a licensing board or other authority against an
34 audiologist or speech-language pathologist, including actions against an individual's license
35 or privilege to practice such as revocation, suspension, probation, monitoring of the licensee
36 or restriction on the licensee's practice.

37 C. "Alternative program" means a nondisciplinary monitoring process approved by an
38 audiology or speech-language pathology licensing board to address impaired practitioners.

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

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

42 F. "Audiology and Speech-Language Pathology Compact Commission" or "Commission"
43 means the national administrative body whose membership consists of all states that have
44 enacted this Compact.

45 G. "Audiology and speech-language pathology licensing board," "audiology licensing

1 board,” “speech-language pathology licensing board,” or “licensing board” means the agency
2 of a state that is responsible for the licensing and regulation of audiologists or speech-
3 language pathologists.

4 H. “Compact privilege” means the authorization granted by a remote state to allow a
5 licensee from another member state to practice as an audiologist or speech-language
6 pathologist in the remote state under its laws and rules. The practice of audiology or
7 speech-language pathology occurs in the member state where the patient, client or student
8 is located at the time of the patient, client or student encounter.

9 I. “Data system” means a repository of information about licensees including, but not
10 limited to, information related to continuing education, examination, licensure, investigation,
11 Compact privilege and adverse action.

12 J. “Encumbered license” means a license in which an adverse action restricts the prac-
13 tice of audiology or speech-language pathology by the licensee and said adverse action has
14 been reported to the National Practitioner Data Bank (NPDB).

15 K. “Executive committee” means a group of directors elected or appointed to act on be-
16 half of, and within the powers granted to them by, the Commission.

17 L. “Home state” means the member state that is the licensee’s primary state of resi-
18 dence.

19 M. “Impaired practitioner” means an individual whose professional practice is adversely
20 affected by substance abuse, addiction or other health-related conditions.

21 N. “Investigative information” means investigative information that a licensing board,
22 after an inquiry or investigation that includes notification and an opportunity for the
23 audiologist or speech-language pathologist to respond, if required by state law, has reason
24 to believe is not groundless and, if proved true, would indicate more than a minor infraction.

25 O. “Licensee” means an individual who currently holds an authorization from the state
26 licensing board to practice as an audiologist or speech-language pathologist.

27 P. “Member state” means a state that has enacted this Compact.

28 Q. “Privilege to practice” means a legal authorization permitting the practice of
29 audiology or speech-language pathology in a remote state.

30 R. “Remote state” means a member state other than the home state where a licensee is
31 exercising or seeking to exercise the Compact privilege.

32 S. “Rule” means a regulation, principle or directive promulgated by the Commission that
33 has the force of law.

34 T. “Single-state license” means an audiology or speech-language pathology license issued
35 by a member state that authorizes practice only within the issuing state and does not include
36 a privilege to practice in any other member state.

37 U. “Speech-language pathologist” means an individual who is licensed by a state to
38 practice speech-language pathology.

39 V. “Speech-language pathology” means the care and services provided by a licensed
40 speech-language pathologist as set forth in the member state’s statutes and rules.

41 W. “State” means any state, commonwealth, district or territory of the United States
42 that regulates the practice of audiology and speech-language pathology.

43 X. “State practice laws” means a member state’s laws, rules and regulations that govern
44 the practice of audiology or speech-language pathology, define the scope of audiology or
45 speech-language pathology practice and create the methods and grounds for imposing disci-

1 **pline.**

2 **Y. “Telehealth” means the application of telecommunication technology to deliver**
 3 **audiology or speech-language pathology services at a distance for assessment, intervention**
 4 **or consultation.**

5 **SECTION 3. STATE PARTICIPATION IN THE COMPACT**

6 **A. A license issued to an audiologist or speech-language pathologist by a home state to**
 7 **a resident in that state shall be recognized by each member state as authorizing an**
 8 **audiologist or speech-language pathologist to practice audiology or speech-language**
 9 **pathology, under a privilege to practice, in each member state.**

10 **B. A state must implement or utilize procedures for considering the criminal history**
 11 **records of applicants for initial privilege to practice. These procedures shall include the**
 12 **submission of fingerprints or other biometric information by applicants for the purpose of**
 13 **obtaining an applicant’s criminal history record information from the Federal Bureau of In-**
 14 **vestigation and the agency responsible for retaining that state’s criminal records.**

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

19 **2. Communication between a member state, the Commission and among member states**
 20 **regarding the verification of eligibility for licensure through this Compact shall not include**
 21 **any information received from the Federal Bureau of Investigation relating to a federal**
 22 **criminal records check performed by a member state under P.L. 92-544.**

23 **C. Upon application for a privilege to practice, the licensing board in the issuing remote**
 24 **state shall ascertain, through the data system, whether the applicant has ever held, or is the**
 25 **holder of, a license issued by any other state, whether there are any encumbrances on any**
 26 **license or privilege to practice held by the applicant and whether any adverse action has been**
 27 **taken against any license or privilege to practice held by the applicant.**

28 **D. Each member state shall require an applicant to obtain or retain a license in the home**
 29 **state and meet the home state’s qualifications for licensure or renewal of licensure, as well**
 30 **as all other applicable state laws.**

31 **E. An applicant who qualifies for a privilege to practice as an audiologist:**

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

33 **a. On or before December 31, 2007, has graduated with a master’s degree or doctorate in**
 34 **audiology, or equivalent degree regardless of degree name, from a program that is accredited**
 35 **by an accrediting agency recognized by the Council for Higher Education Accreditation, or**
 36 **its successor, or by the United States Department of Education and operated by a college**
 37 **or university accredited by a regional or national accrediting organization recognized by the**
 38 **board;**

39 **b. On or after January 1, 2008, has graduated with a doctoral degree in audiology, or**
 40 **equivalent degree, regardless of degree name, from a program that is accredited by an ac-**
 41 **crediting agency recognized by the Council for Higher Education Accreditation, or its suc-**
 42 **cessor, or by the United States Department of Education and operated by a college or**
 43 **university accredited by a regional or national accrediting organization recognized by the**
 44 **board; or**

45 **c. Has graduated from an audiology program that is housed in an institution of higher**

1 education outside of the United States for which (a) the program and institution have been
 2 approved by the authorized accrediting body in the applicable country and (b) the degree
 3 program has been verified by an independent credentials review agency to be comparable to
 4 a state licensing board-approved program;

5 2. Has completed a supervised clinical practicum experience from an accredited educa-
 6 tional institution or its cooperating programs as required by the Commission;

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

8 4. Holds an active, unencumbered license;

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

12 6. Has a valid United States Social Security or National Provider Identifier number.

13 F. An applicant who qualifies for a privilege to practice as a speech-language pathologist:

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

15 a. Has graduated with a master's degree from a speech-language pathology program that
 16 is accredited by an organization recognized by the United States Department of Education
 17 and operated by a college or university accredited by a regional or national accrediting or-
 18 ganization recognized by the board; or

19 b. Has graduated from a speech-language pathology program that is housed in an insti-
 20 tution of higher education outside of the United States for which (a) the program and insti-
 21 tution have been approved by the authorized accrediting body in the applicable country and
 22 (b) the degree program has been verified by an independent credentials review agency to be
 23 comparable to a state licensing board-approved program;

24 2. Has completed a supervised clinical practicum experience from an educational institu-
 25 tion or its cooperating programs as required by the Commission;

26 3. Has completed a supervised postgraduate professional experience as required by the
 27 Commission;

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

29 5. Holds an active, unencumbered license;

30 6. Has not been convicted or found guilty, and has not entered into an agreed disposition,
 31 of a felony related to the practice of speech-language pathology, under applicable state or
 32 federal criminal law; and

33 7. Has a valid United States Social Security or National Provider Identifier number.

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

35 H. An audiologist or speech-language pathologist practicing in a member state must
 36 comply with the state practice laws of the state in which the client is located at the time
 37 service is provided. The practice of audiology and speech-language pathology shall include all
 38 audiology and speech-language pathology practice as defined by the state practice laws of the
 39 member state in which the client is located. The practice of audiology and speech-language
 40 pathology in a member state under a privilege to practice shall subject an audiologist or
 41 speech-language pathologist to the jurisdiction of the licensing board, the courts and the laws
 42 of the member state in which the client is located at the time service is provided.

43 I. Individuals not residing in a member state shall continue to be able to apply for a
 44 member state's single-state license as provided under the laws of each member state. How-
 45 ever, the single-state license granted to these individuals shall not be recognized as granting

1 the privilege to practice audiology or speech-language pathology in any other member state.
 2 Nothing in this Compact shall affect the requirements established by a member state for the
 3 issuance of a single-state license.

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

5 K. Member states must comply with the bylaws and rules and regulations of the Com-
 6 mission.

7 SECTION 4. COMPACT PRIVILEGE

8 A. To exercise the Compact privilege under the terms and provisions of this Compact,
 9 the audiologist or speech-language pathologist shall:

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

11 2. Have no encumbrance on any state license;

12 3. Be eligible for a compact privilege in any member state in accordance with Section 3
 13 of this Compact;

14 4. Have not had any adverse action against any license or compact privilege within the
 15 previous two years from date of application;

16 5. Notify the Commission that the licensee is seeking the compact privilege within a re-
 17 mote state;

18 6. Pay any applicable fees, including any state fee, for the compact privilege; and

19 7. Report to the Commission adverse action taken by any nonmember state within 30
 20 days from the date the adverse action is taken.

21 B. For the purposes of the Compact privilege, an audiologist or speech-language
 22 pathologist shall hold only one home state license at a time.

23 C. Except as provided in Section 6 of this Compact, if an audiologist or speech-language
 24 pathologist changes primary state of residence by moving between two member states, the
 25 audiologist or speech-language pathologist must apply for licensure in the new home state,
 26 and the license issued by the prior home state shall be deactivated in accordance with ap-
 27 plicable rules adopted by the Commission.

28 D. The audiologist or speech-language pathologist may apply for licensure in advance of
 29 a change in primary state of residence.

30 E. A license shall not be issued by the new home state until the audiologist or speech-
 31 language pathologist provides satisfactory evidence of a change in primary state of residence
 32 to the new home state and satisfies all applicable requirements to obtain a license from the
 33 new home state.

34 F. If an audiologist or speech-language pathologist changes primary state of residence
 35 by moving from a member state to a nonmember state, the license issued by the prior home
 36 state shall convert to a single-state license, valid only in the former home state.

37 G. The Compact privilege is valid until the expiration date of the home state license. The
 38 licensee must comply with the requirements of Section 4A of this Compact to maintain the
 39 Compact privilege in the remote state.

40 H. A licensee providing audiology or speech-language pathology services in a remote state
 41 under the Compact privilege shall function within the laws and regulations of the remote
 42 state.

43 I. A licensee providing audiology or speech-language pathology services in a remote state
 44 is subject to that state's regulatory authority. A remote state may, in accordance with due
 45 process and that state's laws, remove a licensee's Compact privilege in the remote state for

1 a specific period of time, impose fines and take any other necessary actions to protect the
 2 health and safety of its citizens.

3 J. If a home state license is encumbered, the licensee shall lose the Compact privilege in
 4 any remote state until the following occur:

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

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

7 K. Once an encumbered license in the home state is restored to good standing, the
 8 licensee must meet the requirements of Section 4A of this Compact to obtain a Compact
 9 privilege in any remote state.

10 L. Once the requirements of Section 4J of this Compact have been met, the licensee must
 11 meet the requirements in Section 4A of this Compact to obtain a compact privilege in a re-
 12 mote state.

13 **SECTION 5. COMPACT PRIVILEGE TO PRACTICE TELEHEALTH**

14 Member states shall recognize the right of an audiologist or speech-language pathologist,
 15 licensed by a home state in accordance with Section 3 of this Compact and under rules
 16 promulgated by the Commission, to practice audiology or speech-language pathology in any
 17 member state via telehealth under a privilege to practice as provided in this Compact and
 18 rules promulgated by the Commission.

19 **SECTION 6. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES**

20 Active duty military personnel, or their spouse, shall designate a home state where the
 21 individual has a current license in good standing. The individual may retain the home state
 22 designation during the period the service member is on active duty. Subsequent to desig-
 23 nating a home state, the individual shall change their home state only through application
 24 for licensure in the new state.

25 **SECTION 7. ADVERSE ACTIONS**

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

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

30 2. Issue subpoenas for both hearings and investigations that require the attendance and
 31 testimony of witnesses as well as the production of evidence. Subpoenas issued by a licensing
 32 board in a member state for the attendance and testimony of witnesses or the production
 33 of evidence from another member state shall be enforced in the latter state by any court of
 34 competent jurisdiction, according to the practice and procedure of that court applicable to
 35 subpoenas issued in proceedings pending before it. The issuing authority shall pay any wit-
 36 ness fees, travel expenses, mileage and other fees required by the service statutes of the
 37 state in which the witnesses or evidence are located.

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

40 B. For purposes of taking adverse action, the home state shall give the same priority and
 41 effect to reported conduct received from a member state as it would if the conduct had oc-
 42 curred within the home state. In so doing, the home state shall apply its own state laws to
 43 determine appropriate action.

44 C. The home state shall complete any pending investigations of an audiologist or
 45 speech-language pathologist who changes primary state of residence during the course of the

1 investigations. The home state shall also have the authority to take appropriate actions and
 2 shall promptly report the conclusions of the investigations to the administrator of the data
 3 system. The administrator of the coordinated licensure information system shall promptly
 4 notify the new home state of any adverse actions.

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

9 E. The member state may take adverse action based on the factual findings of the remote
 10 state, provided that the member state follows the member state's own procedures for taking
 11 the adverse action.

12 **F. Joint Investigations**

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

16 2. Member states shall share any investigative, litigation or compliance materials in
 17 furtherance of any joint or individual investigation initiated under this Compact.

18 G. If adverse action is taken by the home state against an audiologist's or speech-
 19 language pathologist's license, the audiologist's or speech-language pathologist's privilege to
 20 practice in all other member states shall be deactivated until all encumbrances have been
 21 removed from the state license. All home state disciplinary orders that impose adverse
 22 action against an audiologist's or speech-language pathologist's license shall include a state-
 23 ment that the audiologist's or speech-language pathologist's privilege to practice is deacti-
 24 vated in all member states during the pendency of the order.

25 H. If a member state takes adverse action, it shall promptly notify the administrator of
 26 the data system. The administrator of the data system shall promptly notify the home state
 27 of any adverse actions by remote states.

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

30 **SECTION 8. ESTABLISHMENT OF THE AUDIOLOGY AND SPEECH-LANGUAGE**
 31 **PATHOLOGY COMPACT COMMISSION**

32 A. This Compact member states hereby create and establish a joint public agency known
 33 as the Audiology and Speech-Language Pathology Compact Commission:

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

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

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

40 **B. Membership, voting and meetings**

41 1. Each member state shall have two delegates selected by that member state's licensing
 42 board. The delegates shall be current members of the licensing board. One shall be an
 43 audiologist and one shall be a speech-language pathologist.

44 2. An additional five delegates, who are either a public member or board administrator
 45 from a state licensing board, shall be chosen by the executive committee from a pool of

1 nominees provided by the Commission at large.

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

4 4. The member state board shall fill any vacancy occurring on the Commission, within
5 90 days.

6 5. Each delegate shall be entitled to one vote with regard to the promulgation of rules
7 and creation of bylaws and shall otherwise have an opportunity to participate in the business
8 and affairs of the Commission.

9 6. A delegate shall vote in person or by other means as provided in the bylaws. The by-
10 laws may provide for delegates' participation in meetings by telephone or other means of
11 communication.

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

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

15 1. Establish the fiscal year of the Commission;

16 2. Establish bylaws;

17 3. Establish a code of ethics;

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

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

21 6. Promulgate uniform rules to facilitate and coordinate implementation and adminis-
22 tration of this Compact. Subject to Section 10A.2 of this Compact, the rules shall have the
23 force and effect of law and shall be binding in all member states;

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

27 8. Purchase and maintain insurance and bonds;

28 9. Borrow, accept or contract for services of personnel, including, but not limited to,
29 employees of a member state;

30 10. Hire employees, elect or appoint officers, fix compensation, define duties and grant
31 individuals appropriate authority to carry out the purposes of this Compact, and to establish
32 the Commission's personnel policies and programs relating to conflicts of interest, quali-
33 fications of personnel and other related personnel matters;

34 11. Accept any and all appropriate donations and grants of money, equipment, supplies,
35 materials and services, and to receive, utilize and dispose of the same, provided that at all
36 times the Commission shall avoid any appearance of impropriety and conflict of interest;

37 12. Lease, purchase or accept appropriate gifts or donations of, or otherwise own, hold,
38 improve or use, any property, real, personal or mixed, provided that at all times the Com-
39 mission shall avoid any appearance of impropriety;

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

42 14. Establish a budget and make expenditures;

43 15. Borrow money;

44 16. Appoint committees, including standing committees composed of members, and other
45 interested persons as may be designated in this Compact and the bylaws;

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

2 18. Establish and elect an executive committee; and

3 19. Perform other functions as may be necessary or appropriate to achieve the purposes
4 of this Compact consistent with the state regulation of audiology and speech-language
5 pathology licensure and practice.

6 **D. The Executive Committee**

7 The executive committee shall have the power to act on behalf of the Commission ac-
8 cording to the terms of this Compact:

9 1. The executive committee shall be composed of 10 members:

10 a. Seven voting members who are elected by the Commission from the current member-
11 ship of the Commission;

12 b. Two ex-officio members, consisting of one nonvoting member from a recognized na-
13 tional audiology professional association and one nonvoting member from a recognized na-
14 tional speech-language pathology association; and

15 c. One ex-officio, nonvoting member from the recognized membership organization of the
16 audiology and speech-language pathology licensing boards.

17 E. The ex-officio members shall be selected by their respective organizations.

18 1. The Commission may remove any member of the executive committee as provided in
19 bylaws.

20 2. The executive committee shall meet at least annually.

21 3. The executive committee shall have the following duties and responsibilities:

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

25 b. Ensure Compact administration services are appropriately provided, contractual or
26 otherwise;

27 c. Prepare and recommend the budget;

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

29 e. Monitor Compact compliance of member states and provide compliance reports to the
30 Commission;

31 f. Establish additional committees as necessary; and

32 g. Other duties as provided in rules or bylaws.

33 **4. Meetings of the Commission**

34 All meetings shall be open to the public, and public notice of meetings shall be given in
35 the same manner as required under the rulemaking provisions in Section 10 of this Compact.

36 5. The Commission or the executive committee or other committees of the Commission
37 may convene in a closed, nonpublic meeting if the Commission or executive committee or
38 other committees of the Commission must discuss:

39 a. Noncompliance of a member state with its obligations under this Compact;

40 b. The employment, compensation, discipline or other matters, practices or procedures
41 related to specific employees or other matters related to the Commission's internal person-
42 nel practices and procedures;

43 c. Current, threatened or reasonably anticipated litigation;

44 d. Negotiation of contracts for the purchase, lease or sale of goods, services or real es-
45 tate;

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

2 f. Disclosure of trade secrets or commercial or financial information that is privileged
3 or confidential;

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

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

7 i. Disclosure of information related to any investigative reports prepared by or on behalf
8 of or for use of the Commission or other committee charged with responsibility of investi-
9 gation or determination of compliance issues pursuant to this Compact; or

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

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

14 7. The Commission shall keep minutes that fully and clearly describe all matters dis-
15 cussed in a meeting and shall provide a full and accurate summary of actions taken, and the
16 reasons therefore, including a description of the views expressed. All documents considered
17 in connection with an action shall be identified in minutes. All minutes and documents of a
18 closed meeting shall remain under seal, subject to release by a majority vote of the Com-
19 mission or order of a court of competent jurisdiction.

20 8. Financing of the Commission

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

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

25 c. The Commission may levy on and collect an annual assessment from each member
26 state or impose fees on other parties to cover the cost of the operations and activities of the
27 Commission and its staff, which must be in a total amount sufficient to cover its annual
28 budget as approved each year for which revenue is not provided by other sources. The ag-
29 gregate annual assessment amount shall be allocated based upon a formula to be determined
30 by the Commission, which shall promulgate a rule binding upon all member states.

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

34 10. The Commission shall keep accurate accounts of all receipts and disbursements. The
35 receipts and disbursements of the Commission shall be subject to the audit and accounting
36 procedures established under its bylaws. However, all receipts and disbursements of funds
37 handled by the Commission shall be audited yearly by a certified or licensed public account-
38 ant, and the report of the audit shall be included in and become part of the annual report
39 of the Commission.

40 11. An assessment levied, or any other financial obligation imposed, under this Compact
41 is effective against the State of Oregon only to the extent that moneys necessary to pay the
42 assessment or meet the financial obligation have been deposited in the State Board of Ex-
43 aminers for Speech-Language Pathology and Audiology Account established under ORS
44 681.480.

45 F. Qualified immunity, defense and indemnification

1 **1. The members, officers, executive director, employees and representatives of the Com-**
 2 **mission shall be immune from suit and liability, either personally or in their official capacity,**
 3 **for any claim for damage to or loss of property or personal injury or other civil liability**
 4 **caused by or arising out of any actual or alleged act, error or omission that occurred, or that**
 5 **the person against whom the claim is made had a reasonable basis for believing occurred,**
 6 **within the scope of Commission employment, duties or responsibilities, provided that nothing**
 7 **in this paragraph shall be construed to protect any person from suit or liability for any**
 8 **damage, loss, injury or liability caused by the intentional, willful or wanton misconduct of**
 9 **that person.**

10 **2. The Commission shall defend any member, officer, executive director, employee or**
 11 **representative of the Commission in any civil action seeking to impose liability arising out**
 12 **of any actual or alleged act, error or omission that occurred within the scope of Commission**
 13 **employment, duties or responsibilities, or that the person against whom the claim is made**
 14 **had a reasonable basis for believing occurred within the scope of Commission employment,**
 15 **duties or responsibilities, provided that nothing herein shall be construed to prohibit that**
 16 **person from retaining his or her own counsel, and provided further that the actual or alleged**
 17 **act, error or omission did not result from that person’s intentional, willful or wanton mis-**
 18 **conduct.**

19 **3. The Commission shall indemnify and hold harmless any member, officer, executive di-**
 20 **rector, employee or representative of the Commission for the amount of any settlement or**
 21 **judgment obtained against that person arising out of any actual or alleged act, error or**
 22 **omission that occurred within the scope of Commission employment, duties or responsibil-**
 23 **ities, or that a person had a reasonable basis for believing occurred within the scope of**
 24 **Commission employment, duties or responsibilities, provided that the actual or alleged act,**
 25 **error or omission did not result from the intentional, willful or wanton misconduct of that**
 26 **person.**

27 **SECTION 9. DATA SYSTEM**

28 **A. The Commission shall provide for the development, maintenance and utilization of a**
 29 **coordinated database and reporting system containing licensure, adverse action and investi-**
 30 **gative information on all licensed individuals in member states.**

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

- 34 **1. Identifying information;**
- 35 **2. Licensure data;**
- 36 **3. Adverse actions against a license or compact privilege;**
- 37 **4. Nonconfidential information related to alternative program participation;**
- 38 **5. Any denial of application for licensure, and the reason for denial; and**
- 39 **6. Other information that may facilitate the administration of this Compact, as deter-**
 40 **mined by the rules of the Commission.**

41 **C. Investigative information pertaining to a licensee in any member state shall be avail-**
 42 **able only to other member states.**

43 **D. The Commission shall promptly notify all member states of any adverse action taken**
 44 **against a licensee or an individual applying for a license. Adverse action information per-**
 45 **taining to a licensee in any member state shall be available to any other member state.**

1 E. Member states contributing information to the data system may designate informa-
 2 tion that may not be shared with the public without the express permission of the contrib-
 3 uting state.

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

7 SECTION 10. RULEMAKING

8 A. 1. The Commission shall exercise its rulemaking powers pursuant to the criteria set
 9 forth in this section and the rules adopted thereunder. Rules and amendments shall become
 10 binding as of the date specified in each rule or amendment.

11 2. Notwithstanding Section 10A.1 of this Compact, the State Board of Examiners for
 12 Speech-Language Pathology and Audiology shall review the rules of the Commission. The
 13 board may approve and adopt the rules of the Commission as rules of the board. The State
 14 of Oregon is subject to a rule of the Commission only if the rule of the Commission is
 15 adopted by the board.

16 B. If a majority of the legislatures of the member states rejects a rule, by enactment of
 17 a statute or resolution in the same manner used to adopt this Compact within four years
 18 of the date of adoption of the rule, the rule shall have no further force and effect in any
 19 member state.

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

22 D. Prior to promulgation and adoption of a final rule or rules by the Commission, and
 23 at least 30 days in advance of the meeting at which the rule shall be considered and voted
 24 upon, the Commission shall file a notice of proposed rulemaking:

- 25 1. On the website of the Commission or another publicly accessible platform; and
- 26 2. On the website of each member state audiology or speech-language pathology licensing
 27 board or another publicly accessible platform or the publication in which each state would
 28 otherwise publish proposed rules.

29 E. The notice of proposed rulemaking shall include:

- 30 1. The proposed time, date and location of the meeting in which the rule shall be con-
 31 sidered and voted upon;
- 32 2. The text of the proposed rule or amendment and the reason for the proposed rule;
- 33 3. A request for comments on the proposed rule from any interested person; and
- 34 4. The manner in which interested persons may submit notice to the Commission of their
 35 intention to attend the public hearing and any written comments.

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

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

- 40 1. At least 25 persons;
- 41 2. A state or federal governmental subdivision or agency; or
- 42 3. An association having at least 25 members.

43 H. If a hearing is held on the proposed rule or amendment, the Commission shall publish
 44 the place, time and date of the scheduled public hearing. If the hearing is held via electronic
 45 means, the Commission shall publish the mechanism for access to the electronic hearing.

1 **1. All persons wishing to be heard at the hearing shall notify the executive director of**
 2 **the Commission or other designated member in writing of their desire to appear and testify**
 3 **at the hearing not less than five business days before the scheduled date of the hearing.**

4 **2. Hearings shall be conducted in a manner providing each person who wishes to com-**
 5 **ment a fair and reasonable opportunity to comment orally or in writing.**

6 **3. All hearings shall be recorded. A copy of the recording shall be made available on re-**
 7 **quest.**

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

11 **I. Following the scheduled hearing date, or by the close of business on the scheduled**
 12 **hearing date if the hearing was not held, the Commission shall consider all written and oral**
 13 **comments received.**

14 **J. If no written notice of intent to attend the public hearing by interested parties is re-**
 15 **ceived, the Commission may proceed with promulgation of the proposed rule without a public**
 16 **hearing.**

17 **K. The Commission shall, by majority vote of all members, take final action on the pro-**
 18 **posed rule and shall determine the effective date of the rule, if any, based on the rulemaking**
 19 **record and the full text of the rule.**

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

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

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

28 **3. Meet a deadline for the promulgation of an administrative rule that is established by**
 29 **federal law or rule.**

30 **M. The Commission or an authorized committee of the Commission may direct revisions**
 31 **to a previously adopted rule or amendment for purposes of correcting typographical errors,**
 32 **errors in format, errors in consistency or grammatical errors. Public notice of any revisions**
 33 **shall be posted on the website of the Commission. The revision shall be subject to challenge**
 34 **by any person for a period of 30 days after posting. The revision may be challenged only on**
 35 **grounds that the revision results in a material change to a rule. A challenge shall be made**
 36 **in writing and delivered to the chair of the Commission prior to the end of the notice period.**
 37 **If no challenge is made, the revision shall take effect without further action. If the revision**
 38 **is challenged, the revision may not take effect without the approval of the Commission.**

39 **SECTION 11. OVERSIGHT, DISPUTE RESOLUTION AND ENFORCEMENT**

40 **A. Dispute resolution**

41 **1. Upon request by a member state, the Commission shall attempt to resolve disputes**
 42 **related to this Compact that arise among member states and between member and non-**
 43 **member states.**

44 **2. The Commission shall promulgate a rule providing for both mediation and binding**
 45 **dispute resolution for disputes as appropriate.**

B. Enforcement

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

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

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

SECTION 12. DATE OF IMPLEMENTATION OF THE INTERSTATE COMMISSION FOR AUDIOLOGY AND SPEECH-LANGUAGE PATHOLOGY PRACTICE AND ASSOCIATED RULES, WITHDRAWAL AND AMENDMENT

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

5 **B. Any state that joins this Compact subsequent to the Commission’s initial adoption of the rules shall be subject to the rules as they exist on the date on which this Compact becomes law in that state. Any rule that has been previously adopted by the Commission shall have the full force and effect of law on the day this Compact becomes law in that state.**

6 **C. Any member state may withdraw from this Compact by enacting a statute repealing the same.**

7 **1. A member state’s withdrawal shall not take effect until six months after enactment of the repealing statute.**

8 **2. Withdrawal shall not affect the continuing requirement of the withdrawing state’s audiology or speech-language pathology licensing board to comply with the investigative and adverse action reporting requirements of this Compact prior to the effective date of withdrawal.**

9 **D. Nothing contained in this Compact shall be construed to invalidate or prevent any audiology or speech-language pathology licensure agreement or other cooperative arrangement between a member state and a nonmember state that does not conflict with the provisions of this Compact.**

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

SECTION 13. CONSTRUCTION AND SEVERABILITY

11 **This Compact shall be liberally construed so as to effectuate the purposes thereof. The provisions of this Compact shall be severable, and if any phrase, clause, sentence or provision of this Compact is declared to be contrary to the Constitution of any member state or of the United States or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Compact and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby. If this Com-**

1 **pact shall be held contrary to the Constitution of any member state, this Compact shall re-**
 2 **main in full force and effect as to the remaining member states and in full force and effect**
 3 **as to the member state affected as to all severable matters.**

4 **SECTION 14. BINDING EFFECT OF COMPACT AND OTHER LAWS**

5 **A. Nothing herein prevents the enforcement of any other law of a member state that is**
 6 **not inconsistent with this Compact.**

7 **B. All laws in a member state in conflict with this Compact are superseded to the extent**
 8 **of the conflict.**

9 **C. All lawful actions of the Commission, including all rules and bylaws promulgated by**
 10 **the Commission, are binding upon the member states.**

11 **D. All agreements between the Commission and the member states are binding in ac-**
 12 **cordance with their terms.**

13 **E. In the event any provision of this Compact exceeds the constitutional limits imposed**
 14 **on the legislature of any member state, the provision shall be ineffective to the extent of the**
 15 **conflict with the constitutional provision in question in that member state.**

16
 17
 18 **SECTION 9. The Legislative Assembly of the State of Oregon hereby ratifies the**
 19 **Audiology and Speech-Language Pathology Interstate Compact set forth in section 8 of this**
 20 **2025 Act.**

21 **SECTION 10.** ORS 681.230 is amended to read:

22 681.230. (1) Without obtaining a license under this chapter, a person may use a procedure in-
 23 cluded in the practice of speech-language pathology or audiology if the procedure is within the
 24 person's scope of practice and the person is:

25 (a) Licensed by a health professional regulatory board as defined in ORS 676.160;

26 (b) Performing basic audiometric testing under the supervision of a physician licensed under
 27 ORS chapter 677 or a naturopathic physician licensed under ORS chapter 685 and representing that
 28 the person is a medical assistant or audiology assistant;

29 (c) A teacher who is licensed by the Teacher Standards and Practices Commission and who
 30 holds a hearing impaired endorsement issued by the commission;

31 (d) A student participating in supervised field work or supervised course work in speech-
 32 language pathology or audiology as part of a college or university program approved by the State
 33 Board of Examiners for Speech-Language Pathology and Audiology; or

34 (e) A student taking an undergraduate course in speech-language pathology approved by the
 35 board.

36 (2) A person practicing speech-language pathology or audiology without a license under sub-
 37 section (1) of this section may not represent or imply that the person is a speech-language
 38 pathologist, speech-language pathology assistant or audiologist.

39 (3) A person practicing speech-language pathology or audiology without a license under sub-
 40 section (1)(d) or (e) of this section:

41 (a) Must use a title that indicates that the person is a student trainee.

42 (b) May not be paid for speech-language pathology or audiology services provided by the person,
 43 except that the person may be provided a reasonable educational stipend.

44 (4) Without obtaining a license under this chapter, a person may:

45 (a) Consult with or disseminate the person's research findings and scientific information to an

1 accredited academic institution or a governmental agency; and

2 (b) Offer lectures to the public for a fee, monetary or otherwise.

3 **(5) This section does not apply to an individual who is authorized to practice as an**
 4 **audiologist or speech-language pathologist by compact privilege as defined in section 8 of this**
 5 **2025 Act.**

6 **SECTION 11.** ORS 681.250 is amended to read:

7 681.250. (1) A license shall be issued to qualified persons either in speech-language pathology
 8 or audiology. A person may be licensed in both areas if the person meets the respective qualifica-
 9 tions and in such instances the license fee shall be as though for one license.

10 (2) *[No person shall]* **A person may not** practice speech-language pathology or audiology or
 11 purport to be a speech-language pathologist or audiologist in this state unless:

12 (a) The person is licensed in accordance with the provisions of this chapter[.]; **or**

13 **(b) The person is authorized to practice as an audiologist or speech-language pathologist**
 14 **by compact privilege as defined in section 8 of this 2025 Act.**

15 **SECTION 12.** ORS 681.480 is amended to read:

16 681.480. The State Board of Examiners for Speech-Language Pathology and Audiology Account
 17 is established in the State Treasury, separate and distinct from the General Fund. All moneys re-
 18 ceived by the State Board of Examiners for Speech-Language Pathology and Audiology under this
 19 chapter shall be deposited into the account and are continuously appropriated to the board for the
 20 administration and enforcement of this chapter and ORS 676.850 **and for the purpose of meeting**
 21 **financial obligations imposed on the State of Oregon as a result of this state's participation**
 22 **in the Audiology and Speech-Language Pathology Interstate Compact established under sec-**
 23 **tion 8 of this 2025 Act.** Any interest or other income from moneys in the account shall be credited
 24 to the account.

25 **SECTION 13.** (1) **The amendments to ORS 681.230 and 681.250 by sections 10 and 11 of this**
 26 **2025 Act apply to an individual authorized to work as an audiologist or speech-language**
 27 **pathologist by compact privilege on and after the operative date specified in section 14 of this**
 28 **2025 Act.**

29 (2) **The amendments to ORS 681.480 by section 12 of this 2025 Act apply to moneys re-**
 30 **ceived by the State Board of Examiners for Speech-Language Pathology and Audiology on**
 31 **and after the operative date specified in section 14 of this 2025 Act.**

32 **SECTION 14.** (1) **Sections 8 and 9 of this 2025 Act and the amendments to ORS 681.230,**
 33 **681.250 and 681.480 by sections 10 to 12 of this 2025 Act become operative on January 1, 2026.**

34 (2) **The State Board of Examiners for Speech-Language Pathology and Audiology may**
 35 **take any action before the operative date specified in subsection (1) of this section that is**
 36 **necessary to enable the board to exercise, on and after the operative date specified in sub-**
 37 **section (1) of this section, all of the duties, functions and powers conferred on the board by**
 38 **sections 8 and 9 of this 2025 Act and the amendments to ORS 681.230, 681.250 and 681.480 by**
 39 **sections 10 to 12 of this 2025 Act.**

40
 41 **INFORMATION DISCLOSURE**

42
 43 **SECTION 15.** ORS 676.177 is amended to read:

44 676.177. (1) Notwithstanding any other provision of ORS 676.165 to 676.180 and except as pro-
 45 vided in subsection (5) of this section, a health professional regulatory board, upon a determination

1 by the board that it possesses otherwise confidential information that reasonably relates to the
2 regulatory or enforcement function of another public entity, may disclose that information to the
3 other public entity.

4 (2) Any public entity that receives information pursuant to subsection (1) of this section shall
5 agree to take all reasonable steps to maintain the confidentiality of the information, except that the
6 public entity may use or disclose the information to the extent necessary to carry out the regulatory
7 or enforcement functions of the public entity.

8 (3) For purposes of this section, “public entity” means:

9 (a) A board or agency of this state, or a board or agency of another state with regulatory or
10 enforcement functions similar to the functions of a health professional regulatory board of this state;

11 (b) A district attorney;

12 (c) The Department of Justice;

13 (d) A state or local public body of this state that licenses, franchises or provides emergency
14 medical services; or

15 (e) A law enforcement agency of this state, another state or the federal government.

16 (4) Notwithstanding subsections (1) to (3) of this section[,]:

17 (a) The Oregon Board of Physical Therapy may disclose information described in subsection (1)
18 of this section to the Physical Therapy Compact Commission [*established*] **described** in ORS 688.240.

19 (b) **The Occupational Therapy Licensing Board may disclose information described in**
20 **subsection (1) of this section to the Occupational Therapy Compact Commission described in**
21 **section 1 of this 2025 Act.**

22 (c) **The State Board of Examiners for Speech-Language Pathology and Audiology may**
23 **disclose information described in subsection (1) of this section to the Audiology and Speech-**
24 **Language Pathology Compact Commission described in section 8 of this 2025 Act.**

25 (5) A health professional regulatory board may not disclose the information described in sub-
26 section (1) of this section to another public entity if the information relates to the provision of or
27 referral for reproductive or gender-affirming health care services.

28 **SECTION 16. The amendments to ORS 676.177 by section 15 of this 2025 Act apply to in-**
29 **formation disclosed on and after the effective date of this 2025 Act.**

30
31 **CAPTIONS**

32
33 **SECTION 17. The unit captions used in this 2025 Act are provided only for the conven-**
34 **ience of the reader and do not become part of the statutory law of this state or express any**
35 **legislative intent in the enactment of this 2025 Act.**

36
37 **EFFECTIVE DATE**

38
39 **SECTION 18. This 2025 Act takes effect on the 91st day after the date on which the 2025**
40 **regular session of the Eighty-third Legislative Assembly adjourns sine die.**