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ASSEMBLY BILL NO. 106—ASSEMBLYMEMBER MARZOLA

PREFILED JANUARY 21, 2025

Referred to Committee on Commerce and Labor

SUMMARY—Ratifies the Occupational Therapy Licensure Compact. (BDR 54-233)

FISCAL NOTE: Effect on Local Government: No.  
Effect on the State: Yes.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

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AN ACT relating to occupational therapy; ratifying and entering into the Occupational Therapy Licensure Compact; authorizing the sharing of certain information with the data system created pursuant to the Compact; providing a person practicing as an occupational therapist or occupational therapy assistant in this State under the Compact with the same legal status as a person practicing as an occupational therapist or occupational therapy assistant under a license issued by the Board of Occupational Therapy; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

1 Existing law provides for the licensure and regulation of occupational therapists  
2 and occupational therapy assistants by the Board of Occupational Therapy.  
3 (Chapter 640A of NRS) **Section 1** of this bill ratifies and enters into the  
4 Occupational Therapy Licensure Compact. The Compact is an interstate compact  
5 that allows a person who is licensed as an occupational therapist or occupational  
6 therapy assistant in a state that is a member of the Compact to practice in other  
7 states that are members of the Compact. In order to practice as an occupational  
8 therapist or occupational therapy assistant under the Compact, the Compact  
9 requires an occupational therapist or occupational therapy assistant to: (1) hold a  
10 license in his or her home state; (2) have a valid social security number or national  
11 practitioner identification number; (3) have no encumbrances on any license issued  
12 to the person by a state; (4) be eligible to practice under the Compact; (5) have, at  
13 least 2 years before seeking to practice under the Compact, completed any  
14 requirements and paid all fines resulting any adverse action taken against any  
15 license or authority to practice under the Compact; (6) notify the Occupational  
16 Therapy Compact Commission that he or she is seeking to practice under the  
17 Compact in another state; (7) pay any applicable fees; (8) complete a criminal



18 background check; (9) meet any jurisprudence requirements established by the state  
19 in which he or she seeks to practice under the Compact; and (10) report any adverse  
20 action taken against him or her within 30 days after the date the adverse action is  
21 taken. The Compact authorizes a member state to take adverse action against an  
22 occupational therapist or occupational therapy assistant practicing in the member  
23 state under the Compact.

24 The Compact requires member states to create a joint public agency called the  
25 Occupational Therapy Compact Commission. The Commission is required to,  
26 among other things: (1) establish bylaws; (2) make rules that facilitate and  
27 coordinate implementation and administration of the Compact; (3) hold meetings,  
28 which may be closed under certain conditions; and (4) resolve disputes related to  
29 the Compact among states that are members of the Compact. The Commission is  
30 additionally authorized to levy and collect an annual assessment from each state  
31 that is a member of the Compact.

32 The Compact also requires the Commission to create a data system to facilitate  
33 the sharing of information among member states. **Section 2** of this bill, in general,  
34 authorizes the Board of Occupational Therapy to disclose information to that data  
35 system when required by the Compact. However, the Compact prohibits the Board  
36 from disclosing certain information obtained through a criminal background check.  
37 **Section 4** of this bill provides for the confidentiality of certain information  
38 disclosed through the data system.

39 The Compact provides additional provisions to carry out the Compact,  
40 including providing procedures for the taking of adverse actions against licensees,  
41 provisions for active military members or their spouses, provisions for rulemaking  
42 by the Commission, provisions for oversight, dispute resolution and enforcement  
43 and procedures for amendments and withdrawals. The Compact takes effect on the  
44 date on which the Compact is enacted into law by the tenth member state.

45 **Section 3** of this bill deems practicing as an occupational therapist or  
46 occupational therapy assistant under the Compact to be equivalent to practicing  
47 under a license issued by the Board of Occupational Therapy, thereby providing  
48 such persons with the same authority, duties and legal protections as a licensee.

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THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN  
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** Chapter 640A of NRS is hereby amended by  
2 adding thereto a new section to read as follows:

3 *The Occupational Therapy Licensure Compact is hereby*  
4 *ratified and entered into with all other jurisdictions legally joining*  
5 *the Compact, in substantially the form set forth in this section:*

6 **OCCUPATIONAL THERAPY LICENSURE COMPACT**

7  
8 **SECTION 1. PURPOSE**

9  
10 *The purpose of this Compact is to facilitate interstate practice*  
11 *of Occupational Therapy with the goal of improving public access*  
12 *to Occupational Therapy services. The Practice of Occupational*  
13 *Therapy occurs in the State where the patient/client is located at*  
14 *the time of the patient/client encounter. The Compact preserves*



1 *the regulatory authority of States to protect public health and*  
2 *safety through the current system of State licensure.*

3 *This Compact is designed to achieve the following objectives:*

4 *A. Increase public access to Occupational Therapy services*  
5 *by providing for the mutual recognition of other Member State*  
6 *licenses;*

7 *B. Enhance the States' ability to protect the public's health*  
8 *and safety;*

9 *C. Encourage the cooperation of Member States in*  
10 *regulating multi-State Occupational Therapy Practice;*

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

12 *E. Enhance the exchange of licensure, investigative, and*  
13 *disciplinary information between Member States;*

14 *F. Allow a Remote State to hold a provider of services with a*  
15 *Compact Privilege in that State accountable to that State's*  
16 *practice standards; and*

17 *G. Facilitate the use of Telehealth technology in order to*  
18 *increase access to Occupational Therapy services.*

19  
20 **SECTION 2. DEFINITIONS**

21  
22 *As used in this Compact, and except as otherwise provided, the*  
23 *following definitions shall apply:*

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

28 *B. "Adverse Action" means any administrative, civil,*  
29 *equitable, or criminal action permitted by a State's laws which is*  
30 *imposed by a Licensing Board or other authority against an*  
31 *Occupational Therapist or Occupational Therapy Assistant,*  
32 *including actions against an individual's license or Compact*  
33 *Privilege such as censure, revocation, suspension, probation,*  
34 *monitoring of the Licensee, or restriction on the Licensee's*  
35 *practice.*

36 *C. "Alternative Program" means a non-disciplinary*  
37 *monitoring process approved by an Occupational Therapy*  
38 *Licensing Board.*

39 *D. "Compact Privilege" means the authorization, which is*  
40 *equivalent to a license, granted by a Remote State to allow a*  
41 *Licensee from another Member State to practice as an*  
42 *Occupational Therapist or practice as an Occupational Therapy*  
43 *Assistant in the Remote State under its laws and rules. The*  
44 *Practice of Occupational Therapy occurs in the Member State*



1 *where the patient/client is located at the time of the patient/client*  
2 *encounter.*

3 *E. “Continuing Competence/Education” means a*  
4 *requirement, as a condition of license renewal, to provide evidence*  
5 *of participation in, and/or completion of, educational and*  
6 *professional activities relevant to practice or area of work.*

7 *F. “Current Significant Investigative Information” means*  
8 *Investigative Information that a Licensing Board, after an inquiry*  
9 *or investigation that includes notification and an opportunity for*  
10 *the Occupational Therapist or Occupational Therapy Assistant to*  
11 *respond, if required by State law, has reason to believe is not*  
12 *groundless and, if proved true, would indicate more than a minor*  
13 *infraction.*

14 *G. “Data System” means a repository of information about*  
15 *Licensees, including but not limited to license status, Investigative*  
16 *Information, Compact Privileges, and Adverse Actions.*

17 *H. “Encumbered License” means a license in which an*  
18 *Adverse Action restricts the Practice of Occupational Therapy by*  
19 *the Licensee or said Adverse Action has been reported to the*  
20 *National Practitioner Data Bank (NPDB).*

21 *I. “Executive Committee” means a group of directors elected*  
22 *or appointed to act on behalf of, and within the powers granted to*  
23 *them by, the Commission.*

24 *J. “Home State” means the Member State that is the*  
25 *Licensee’s Primary State of Residence.*

26 *K. “Impaired Practitioner” means individuals whose*  
27 *professional practice is adversely affected by substance abuse,*  
28 *addiction, or other health-related conditions.*

29 *L. “Investigative Information” means information, records,*  
30 *and/or documents received or generated by an Occupational*  
31 *Therapy Licensing Board pursuant to an investigation.*

32 *M. “Jurisprudence Requirement” means the assessment of*  
33 *an individual’s knowledge of the laws and rules governing the*  
34 *Practice of Occupational Therapy in a State.*

35 *N. “Licensee” means an individual who currently holds an*  
36 *authorization from the State to practice as an Occupational*  
37 *Therapist or as an Occupational Therapy Assistant.*

38 *O. “Member State” means a State that has enacted the*  
39 *Compact.*

40 *P. “Occupational Therapist” means an individual who is*  
41 *licensed by a State to practice Occupational Therapy.*

42 *Q. “Occupational Therapy Assistant” means an individual*  
43 *who is licensed by a State to assist in the Practice of Occupational*  
44 *Therapy.*



1 **R. “Occupational Therapy,” “Occupational Therapy**  
2 **Practice,” and the “Practice of Occupational Therapy” mean the**  
3 **care and services provided by an Occupational Therapist or an**  
4 **Occupational Therapy Assistant as set forth in the Member State’s**  
5 **statutes and regulations.**

6 **S. “Occupational Therapy Compact Commission” or**  
7 **“Commission” means the national administrative body whose**  
8 **membership consists of all States that have enacted the Compact.**

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

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

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

23 **W. “Rule” means a regulation promulgated by the**  
24 **Commission that has the force of law.**

25 **X. “State” means any state, commonwealth, district, or**  
26 **territory of the United States of America that regulates the**  
27 **Practice of Occupational Therapy.**

28 **Y. “Single-State License” means an Occupational Therapist**  
29 **or Occupational Therapy Assistant license issued by a Member**  
30 **State that authorizes practice only within the issuing State and**  
31 **does not include a Compact Privilege in any other Member State.**

32 **Z. “Telehealth” means the application of telecommunication**  
33 **technology to deliver Occupational Therapy services for**  
34 **assessment, intervention and/or consultation.**

35  
36 **SECTION 3. STATE PARTICIPATION IN THE COMPACT**  
37

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

39 **1. License Occupational Therapists and Occupational**  
40 **Therapy Assistants;**

41 **2. Participate fully in the Commission’s Data System,**  
42 **including but not limited to using the Commission’s unique**  
43 **identifier as defined in Rules of the Commission;**

44 **3. Have a mechanism in place for receiving and**  
45 **investigating complaints about Licensees;**



1           4. *Notify the Commission, in compliance with the terms of*  
2 *the Compact and Rules, of any Adverse Action or the availability*  
3 *of Investigative Information regarding a Licensee;*

4           5. *Implement or utilize procedures for considering the*  
5 *criminal history records of applicants for an initial Compact*  
6 *Privilege. These procedures shall include the submission of*  
7 *fingerprints or other biometric-based information by applicants*  
8 *for the purpose of obtaining an applicant's criminal history record*  
9 *information from the Federal Bureau of Investigation and the*  
10 *agency responsible for retaining that State's criminal records;*

11           a. *A Member State shall, within a time frame established*  
12 *by the Commission, require a criminal background check for a*  
13 *Licensee seeking/applying for a Compact Privilege whose Primary*  
14 *State of Residence is that Member State, by receiving the results of*  
15 *the Federal Bureau of Investigation criminal record search, and*  
16 *shall use the results in making licensure decisions.*

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

23           6. *Comply with the Rules of the Commission;*

24           7. *Utilize only a recognized national examination as a*  
25 *requirement for licensure pursuant to the Rules of the*  
26 *Commission; and*

27           8. *Have Continuing Competence/Education requirements*  
28 *as a condition for license renewal.*

29           B. *A Member State shall grant the Compact Privilege to a*  
30 *Licensee holding a valid unencumbered license in another*  
31 *Member State in accordance with the terms of the Compact and*  
32 *Rules.*

33           C. *Member States may charge a fee for granting a Compact*  
34 *Privilege.*

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

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

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



SECTION 4. COMPACT PRIVILEGE

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

1. Hold a license in the Home State;
2. Have a valid United States Social Security Number or National Practitioner Identification number;
3. Have no encumbrance on any State license;
4. Be eligible for a Compact Privilege in any Member State in accordance with Section 4D, F, G, and H;
5. Have paid all fines and completed all requirements resulting from any Adverse Action against any license or Compact Privilege, and two years have elapsed from the date of such completion;
6. Notify the Commission that the Licensee is seeking the Compact Privilege within a Remote State(s);
7. Pay any applicable fees, including any State fee, for the Compact Privilege;
8. Complete a criminal background check in accordance with Section 3A(5);
  - a. The Licensee shall be responsible for the payment of any fee associated with the completion of a criminal background check.
9. Meet any Jurisprudence Requirements established by the Remote State(s) in which the Licensee is seeking a Compact Privilege; and
10. Report to the Commission Adverse Action taken by any non-Member State within 30 days from the date the Adverse Action is taken.

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

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

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

E. A Licensee providing Occupational Therapy in a Remote State is subject to that State's regulatory authority. A Remote State may, in accordance with due process and that State's laws, remove a Licensee's Compact Privilege in the Remote State for a specific period of time, impose fines, and/or take any other necessary actions to protect the health and safety of its citizens. The Licensee



1 *may be ineligible for a Compact Privilege in any State until the*  
2 *specific time for removal has passed and all fines are paid.*

3 *F. If a Home State license is encumbered, the Licensee shall*  
4 *lose the Compact Privilege in any Remote State until the following*  
5 *occur:*

- 6 *1. The Home State license is no longer encumbered; and*
- 7 *2. Two years have elapsed from the date on which the*  
8 *Home State license is no longer encumbered in accordance with*  
9 *Section 4(F)(1).*

10 *G. Once an Encumbered License in the Home State is*  
11 *restored to good standing, the Licensee must meet the*  
12 *requirements of Section 4A to obtain a Compact Privilege in any*  
13 *Remote State.*

14 *H. If a Licensee's Compact Privilege in any Remote State is*  
15 *removed, the individual may lose the Compact Privilege in any*  
16 *other Remote State until the following occur:*

- 17 *1. The specific period of time for which the Compact*  
18 *Privilege was removed has ended;*
- 19 *2. All fines have been paid and all conditions have been*  
20 *met;*
- 21 *3. Two years have elapsed from the date of completing*  
22 *requirements for 4(H)(1) and (2); and*
- 23 *4. The Compact Privileges are reinstated by the*  
24 *Commission, and the compact Data System is updated to reflect*  
25 *reinstatement.*

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

29 *J. Once the requirements of Section 4H have been met, the*  
30 *Licensee must meet the requirements in Section 4A to obtain a*  
31 *Compact Privilege in a Remote State.*

32  
33 **SECTION 5. OBTAINING A NEW HOME STATE LICENSE**  
34 **BY VIRTUE OF COMPACT PRIVILEGE**

35  
36 *A. An Occupational Therapist or Occupational Therapy*  
37 *Assistant may hold a Home State license, which allows for*  
38 *Compact Privileges in Member States, in only one Member State*  
39 *at a time.*

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

- 43 *1. The Occupational Therapist or Occupational Therapy*  
44 *Assistant shall file an application for obtaining a new Home State*  
45 *license by virtue of a Compact Privilege, pay all applicable fees,*





1 *and notify the current and new Home State in accordance with*  
2 *applicable Rules adopted by the Commission.*

3 2. *Upon receipt of an application for obtaining a new Home*  
4 *State license by virtue of compact privilege, the new Home State*  
5 *shall verify that the Occupational Therapist or Occupational*  
6 *Therapy Assistant meets the pertinent criteria outlined in Section*  
7 *4 via the Data System, without need for primary source*  
8 *verification except for:*

9 a. *an FBI fingerprint based criminal background check*  
10 *if not previously performed or updated pursuant to applicable*  
11 *Rules adopted by the Commission in accordance with Public Law*  
12 *92-544;*

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

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

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

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

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

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

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

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

40  
41 **SECTION 6. ACTIVE DUTY MILITARY**  
42 **PERSONNEL OR THEIR SPOUSES**  
43

44 A. *Active Duty Military personnel, or their spouses, shall*  
45 *designate a Home State where the individual has a current license*



1 *in good standing. The individual may retain the Home State*  
2 *designation during the period the service member is on active*  
3 *duty. Subsequent to designating a Home State, the individual shall*  
4 *only change their Home State through application for licensure in*  
5 *the new State or through the process described in Section 5.*

## 6 7 SECTION 7. ADVERSE ACTIONS 8

9 A. *A Home State shall have exclusive power to impose*  
10 *Adverse Action against an Occupational Therapist's or*  
11 *Occupational Therapy Assistant's license issued by the Home*  
12 *State.*

13 B. *In addition to the other powers conferred by State law, a*  
14 *Remote State shall have the authority, in accordance with existing*  
15 *State due process law, to:*

16 1. *Take Adverse Action against an Occupational*  
17 *Therapist's or Occupational Therapy Assistant's Compact*  
18 *Privilege within that Member State.*

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

30 C. *For purposes of taking Adverse Action, the Home State*  
31 *shall give the same priority and effect to reported conduct received*  
32 *from a Member State as it would if the conduct had occurred*  
33 *within the Home State. In so doing, the Home State shall apply its*  
34 *own State laws to determine appropriate action.*

35 D. *The Home State shall complete any pending investigations*  
36 *of an Occupational Therapist or Occupational Therapy Assistant*  
37 *who changes Primary State of Residence during the course of the*  
38 *investigations. The Home State, where the investigations were*  
39 *initiated, shall also have the authority to take appropriate action(s)*  
40 *and shall promptly report the conclusions of the investigations to*  
41 *the OT Compact Commission Data System. The Occupational*  
42 *Therapy Compact Commission Data System administrator shall*  
43 *promptly notify the new Home State of any Adverse Actions.*

44 E. *A Member State, if otherwise permitted by State law, may*  
45 *recover from the affected Occupational Therapist or Occupational*



1 *Therapy Assistant the costs of investigations and disposition of*  
2 *cases resulting from any Adverse Action taken against that*  
3 *Occupational Therapist or Occupational Therapy Assistant.*

4 *F. A Member State may take Adverse Action based on the*  
5 *factual findings of the Remote State, provided that the Member*  
6 *State follows its own procedures for taking the Adverse Action.*

7 *G. Joint Investigations*

8 *1. In addition to the authority granted to a Member State by*  
9 *its respective State Occupational Therapy laws and regulations or*  
10 *other applicable State law, any Member State may participate with*  
11 *other Member States in joint investigations of Licensees.*

12 *2. Member States shall share any investigative, litigation, or*  
13 *compliance materials in furtherance of any joint or individual*  
14 *investigation initiated under the Compact.*

15 *H. If an Adverse Action is taken by the Home State against*  
16 *an Occupational Therapist's or Occupational Therapy Assistant's*  
17 *license, the Occupational Therapist's or Occupational Therapy*  
18 *Assistant's Compact Privilege in all other Member States shall be*  
19 *deactivated until all encumbrances have been removed from the*  
20 *State license. All Home State disciplinary orders that impose*  
21 *Adverse Action against an Occupational Therapist's or*  
22 *Occupational Therapy Assistant's license shall include a*  
23 *Statement that the Occupational Therapist's or Occupational*  
24 *Therapy Assistant's Compact Privilege is deactivated in all*  
25 *Member States during the pendency of the order.*

26 *I. If a Member State takes Adverse Action, it shall promptly*  
27 *notify the administrator of the Data System. The administrator of*  
28 *the Data System shall promptly notify the Home State of any*  
29 *Adverse Actions by Remote States.*

30 *J. Nothing in this Compact shall override a Member State's*  
31 *decision that participation in an Alternative Program may be used*  
32 *in lieu of Adverse Action.*

33  
34 **SECTION 8. ESTABLISHMENT OF THE OCCUPATIONAL**  
35 **THERAPY COMPACT COMMISSION**

36  
37 *A. The Compact Member States hereby create and establish a*  
38 *joint public agency known as the Occupational Therapy Compact*  
39 *Commission:*

40 *1. The Commission is an instrumentality of the Compact*  
41 *States.*

42 *2. Venue is proper and judicial proceedings by or against*  
43 *the Commission shall be brought solely and exclusively in a court*  
44 *of competent jurisdiction where the principal office of the*  
45 *Commission is located. The Commission may waive venue and*



1 *jurisdictional defenses to the extent it adopts or consents to*  
2 *participate in alternative dispute resolution proceedings.*

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

5 *B. Membership, Voting, and Meetings*

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

8 *2. The delegate shall be either:*

9 *a. A current member of the Licensing Board, who is an*  
10 *Occupational Therapist,*

11 *Occupational Therapy Assistant, or public member; or*

12 *b. An administrator of the Licensing Board.*

13 *3. Any delegate may be removed or suspended from office*  
14 *as provided by the law of the State from which the delegate is*  
15 *appointed.*

16 *4. The Member State board shall fill any vacancy occurring*  
17 *in the Commission within 90 days.*

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

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

28 *7. The Commission shall establish by Rule a term of office*  
29 *for delegates.*

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

32 *1. Establish a Code of Ethics for the Commission;*

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

34 *3. Establish bylaws;*

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

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

39 *6. Promulgate uniform Rules to facilitate and coordinate*  
40 *implementation and administration of this Compact. The Rules*  
41 *shall have the force and effect of law and shall be binding in all*  
42 *Member States;*

43 *7. Bring and prosecute legal proceedings or actions in the*  
44 *name of the Commission, provided that the standing of any State*



1 *Occupational Therapy Licensing Board to sue or be sued under*  
2 *applicable law shall not be affected;*

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

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

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

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

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

21 *13. Sell, convey, mortgage, pledge, lease, exchange,*  
22 *abandon, or otherwise dispose of any property real, personal, or*  
23 *mixed;*

24 *14. Establish a budget and make expenditures;*

25 *15. Borrow money;*

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

31 *17. Provide and receive information from, and cooperate*  
32 *with, law enforcement agencies;*

33 *18. Establish and elect an Executive Committee; and*

34 *19. Perform such other functions as may be necessary or*  
35 *appropriate to achieve the purposes of this Compact consistent*  
36 *with the State regulation of Occupational Therapy licensure and*  
37 *practice.*

38 *D. The Executive Committee*

39 *The Executive Committee shall have the power to act on behalf*  
40 *of the Commission according to the terms of this Compact.*

41 *1. The Executive Committee shall be composed of nine*  
42 *members:*

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



1           ***b. One ex-officio, nonvoting member from a recognized***  
2 ***national Occupational Therapy professional association; and***

3           ***c. One ex-officio, nonvoting member from a recognized***  
4 ***national Occupational Therapy certification organization.***

5           ***2. The ex-officio members will be selected by their***  
6 ***respective organizations.***

7           ***3. The Commission may remove any member of the***  
8 ***Executive Committee as provided in bylaws.***

9           ***4. The Executive Committee shall meet at least annually.***

10           ***5. The Executive Committee shall have the following Duties***  
11 ***and responsibilities:***

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

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

19           ***c. Prepare and recommend the budget;***

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

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

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

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

26           ***E. Meetings of the Commission***

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

30           ***2. The Commission or the Executive Committee or other***  
31 ***committees of the Commission may convene in a closed, non-***  
32 ***public meeting if the Commission or Executive Committee or***  
33 ***other committees of the Commission must discuss:***

34           ***a. Non-compliance of a Member State with its***  
35 ***obligations under the Compact;***

36           ***b. The employment, compensation, discipline or other***  
37 ***matters, practices or procedures related to specific employees or***  
38 ***other matters related to the Commission's internal personnel***  
39 ***practices and procedures;***

40           ***c. Current, threatened, or reasonably anticipated***  
41 ***litigation;***

42           ***d. Negotiation of contracts for the purchase, lease, or***  
43 ***sale of goods, services, or real estate;***

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



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

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

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

8 *i. Disclosure of information related to any investigative*  
9 *reports prepared by or on behalf of or for use of the Commission*  
10 *or other committee charged with responsibility of investigation or*  
11 *determination of compliance issues pursuant to the Compact; or*

12 *j. Matters specifically exempted from disclosure by*  
13 *federal or Member State statute.*

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

18 *4. The Commission shall keep minutes that fully and*  
19 *clearly describe all matters discussed in a meeting and shall*  
20 *provide a full and accurate summary of actions taken, and the*  
21 *reasons therefore, including a description of the views expressed.*  
22 *All documents considered in connection with an action shall be*  
23 *identified in such minutes. All minutes and documents of a closed*  
24 *meeting shall remain under seal, subject to release by a majority*  
25 *vote of the Commission or order of a court of competent*  
26 *jurisdiction.*

27 **F. Financing of the Commission**

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

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

34 *3. The Commission may levy on and collect an annual*  
35 *assessment from each Member State or impose fees on other*  
36 *parties to cover the cost of the operations and activities of the*  
37 *Commission and its staff, which must be in a total amount*  
38 *sufficient to cover its annual budget as approved by the*  
39 *Commission each year for which revenue is not provided by other*  
40 *sources. The aggregate annual assessment amount shall be*  
41 *allocated based upon a formula to be determined by the*  
42 *Commission, which shall promulgate a Rule binding upon all*  
43 *Member States.*

44 *4. The Commission shall not incur obligations of any kind*  
45 *prior to securing the funds adequate to meet the same; nor shall*



1 *the Commission pledge the credit of any of the Member States,*  
2 *except by and with the authority of the Member State.*

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

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

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

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

36 *3. The Commission shall indemnify and hold harmless any*  
37 *member, officer, executive director, employee, or representative of*  
38 *the Commission for the amount of any settlement or judgment*  
39 *obtained against that person arising out of any actual or alleged*  
40 *act, error or omission that occurred within the scope of*  
41 *Commission employment, duties, or responsibilities, or that such*  
42 *person had a reasonable basis for believing occurred within the*  
43 *scope of Commission employment, duties, or responsibilities,*  
44 *provided that the actual or alleged act, error, or omission did not*





1 *result from the intentional or willful or wanton misconduct of that*  
2 *person.*

3  
4 **SECTION 9. DATA SYSTEM**  
5

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

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

- 15 *1. Identifying information;*
- 16 *2. Licensure data;*
- 17 *3. Adverse Actions against a license or Compact Privilege;*
- 18 *4. Non-confidential information related to Alternative*  
19 *Program participation;*
- 20 *5. Any denial of application for licensure, and the reason(s)*  
21 *for such denial;*
- 22 *6. Other information that may facilitate the administration*  
23 *of this Compact, as determined by the Rules of the Commission;*  
24 *and*
- 25 *7. Current Significant Investigative Information.*

26 *C. Current Significant Investigative Information and other*  
27 *Investigative Information pertaining to a Licensee in any Member*  
28 *State will only be available to other Member States.*

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

34 *E. Member States contributing information to the Data*  
35 *System may designate information that may not be shared with the*  
36 *public without the express permission of the contributing State.*

37 *F. Any information submitted to the Data System that is*  
38 *subsequently required to be expunged by the laws of the Member*  
39 *State contributing the information shall be removed from the Data*  
40 *System.*

41  
42 **SECTION 10. RULEMAKING**  
43

44 *A. The Commission shall exercise its Rulemaking powers*  
45 *pursuant to the criteria set forth in this Section and the Rules*



1 *adopted thereunder. Rules and amendments shall become binding*  
2 *as of the date specified in each Rule or amendment.*

3 *B. The Commission shall promulgate reasonable rules in*  
4 *order to effectively and efficiently achieve the purposes of the*  
5 *Compact. Notwithstanding the foregoing, in the event the*  
6 *Commission exercises its rulemaking authority in a manner that is*  
7 *beyond the scope of the purposes of the Compact, or the powers*  
8 *granted hereunder, then such an action by the Commission shall*  
9 *be invalid and have no force and effect.*

10 *C. If a majority of the legislatures of the Member States*  
11 *rejects a Rule, by enactment of a statute or resolution in the same*  
12 *manner used to adopt the Compact within 4 years of the date of*  
13 *adoption of the Rule, then such Rule shall have no further force*  
14 *and effect in any Member State.*

15 *D. Rules or amendments to the Rules shall be adopted at a*  
16 *regular or special meeting of the Commission.*

17 *E. Prior to promulgation and adoption of a final Rule or*  
18 *Rules by the Commission, and at least thirty (30) days in advance*  
19 *of the meeting at which the Rule will be considered and voted*  
20 *upon, the Commission shall file a Notice of Proposed*  
21 *Rulemaking:*

22 *1. On the website of the Commission or other publicly*  
23 *accessible platform; and*

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

28 *F. The Notice of Proposed Rulemaking shall include:*

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

31 *2. The text of the proposed Rule or amendment and the*  
32 *reason for the proposed Rule;*

33 *3. A request for comments on the proposed Rule from any*  
34 *interested person; and*

35 *4. The manner in which interested persons may submit*  
36 *notice to the Commission of their intention to attend the public*  
37 *hearing and any written comments.*

38 *G. Prior to adoption of a proposed Rule, the Commission*  
39 *shall allow persons to submit written data, facts, opinions, and*  
40 *arguments, which shall be made available to the public.*

41 *H. The Commission shall grant an opportunity for a public*  
42 *hearing before it adopts a Rule or amendment if a hearing is*  
43 *requested by:*

44 *1. At least twenty five (25) persons;*



1           2. A State or federal governmental subdivision or agency;  
2 *or*

3           3. An association or organization having at least twenty five  
4 (25) members.

5           1. If a hearing is held on the proposed Rule or amendment,  
6 the Commission shall publish the place, time, and date of the  
7 scheduled public hearing. If the hearing is held via electronic  
8 means, the Commission shall publish the mechanism for access to  
9 the electronic hearing.

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

15           2. Hearings shall be conducted in a manner providing each  
16 person who wishes to comment a fair and reasonable opportunity  
17 to comment orally or in writing.

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

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

24           J. Following the scheduled hearing date, or by the close of  
25 business on the scheduled hearing date if the hearing was not  
26 held, the Commission shall consider all written and oral comments  
27 received.

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

31           L. The Commission shall, by majority vote of all members,  
32 take final action on the proposed Rule and shall determine the  
33 effective date of the Rule, if any, based on the Rulemaking record  
34 and the full text of the Rule.

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

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



- 1           2. *Prevent a loss of Commission or Member State funds;*
- 2           3. *Meet a deadline for the promulgation of an*
- 3 *administrative Rule that is established by federal law or Rule; or*
- 4           4. *Protect public health and safety.*

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

19  
20           **SECTION II. OVERSIGHT, DISPUTE RESOLUTION,**  
21           **AND ENFORCEMENT**

22  
23           A. *Oversight*

24           1. *The executive, legislative, and judicial branches of State*  
25 *government in each Member State shall enforce this Compact and*  
26 *take all actions necessary and appropriate to effectuate the*  
27 *Compact's purposes and intent. The provisions of this Compact*  
28 *and the Rules promulgated hereunder shall have standing as*  
29 *statutory law.*

30           2. *All courts shall take judicial notice of the Compact and*  
31 *the Rules in any judicial or administrative proceeding in a*  
32 *Member State pertaining to the subject matter of this Compact*  
33 *which may affect the powers, responsibilities, or actions of the*  
34 *Commission.*

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

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

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



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

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

7           2. If a State in default fails to cure the default, the  
8 defaulting State may be terminated from the Compact upon an  
9 affirmative vote of a majority of the Member States, and all rights,  
10 privileges and benefits conferred by this Compact may be  
11 terminated on the effective date of termination. A cure of the  
12 default does not relieve the offending State of obligations or  
13 liabilities incurred during the period of default.

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

20           4. A State that has been terminated is responsible for all  
21 assessments, obligations, and liabilities incurred through the  
22 effective date of termination, including obligations that extend  
23 beyond the effective date of termination.

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

28           6. The defaulting State may appeal the action of the  
29 Commission by petitioning the U.S. District Court for the District  
30 of Columbia or the federal district where the Commission has its  
31 principal offices. The prevailing member shall be awarded all  
32 costs of such litigation, including reasonable attorney's fees.

33           C. Dispute Resolution

34           1. Upon request by a Member State, the Commission shall  
35 attempt to resolve disputes related to the Compact that arise  
36 among Member States and between member and non-Member  
37 States.

38           2. The Commission shall promulgate a Rule providing for  
39 both mediation and binding dispute resolution for disputes as  
40 appropriate.

41           D. Enforcement

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

44           2. By majority vote, the Commission may initiate legal  
45 action in the United States District Court for the District of



1 *Columbia or the federal district where the Commission has its*  
2 *principal offices against a Member State in default to enforce*  
3 *compliance with the provisions of the Compact and its*  
4 *promulgated Rules and bylaws. The relief sought may include*  
5 *both injunctive relief and damages. In the event judicial*  
6 *enforcement is necessary, the prevailing member shall be awarded*  
7 *all costs of such litigation, including reasonable attorney's fees.*

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

11  
12 **SECTION 12. DATE OF IMPLEMENTATION OF THE**  
13 **INTERSTATE COMMISSION FOR OCCUPATIONAL**  
14 **THERAPY PRACTICE AND ASSOCIATED RULES,**  
15 **WITHDRAWAL, AND AMENDMENT**  
16

17 *A. The Compact shall come into effect on the date on which*  
18 *the Compact statute is enacted into law in the tenth Member State.*  
19 *The provisions, which become effective at that time, shall be*  
20 *limited to the powers granted to the Commission relating to*  
21 *assembly and the promulgation of Rules. Thereafter, the*  
22 *Commission shall meet and exercise Rulemaking powers*  
23 *necessary to the implementation and administration of the*  
24 *Compact.*

25 *B. Any State that joins the Compact subsequent to the*  
26 *Commission's initial adoption of the Rules shall be subject to the*  
27 *Rules as they exist on the date on which the Compact becomes law*  
28 *in that State. Any Rule that has been previously adopted by the*  
29 *Commission shall have the full force and effect of law on the day*  
30 *the Compact becomes law in that State.*

31 *C. Any Member State may withdraw from this Compact by*  
32 *enacting a statute repealing the same.*

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

35 *2. Withdrawal shall not affect the continuing requirement*  
36 *of the withdrawing State's Occupational Therapy Licensing Board*  
37 *to comply with the investigative and Adverse Action reporting*  
38 *requirements of this act prior to the effective date of withdrawal.*

39 *D. Nothing contained in this Compact shall be construed to*  
40 *invalidate or prevent any Occupational Therapy licensure*  
41 *agreement or other cooperative arrangement between a Member*  
42 *State and a non-Member State that does not conflict with the*  
43 *provisions of this Compact.*

44 *E. This Compact may be amended by the Member States. No*  
45 *amendment to this Compact shall become effective and binding*



1 upon any Member State until it is enacted into the laws of all  
2 Member States.

3  
4 SECTION 13. CONSTRUCTION AND SEVERABILITY  
5

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

19  
20 SECTION 14. BINDING EFFECT OF  
21 COMPACT AND OTHER LAWS  
22

23 A. A Licensee providing Occupational Therapy in a Remote  
24 State under the Compact Privilege shall function within the laws  
25 and regulations of the Remote State.

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

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

30 D. Any lawful actions of the Commission, including all Rules  
31 and bylaws promulgated by the Commission, are binding upon the  
32 Member States.

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

35 F. In the event any provision of the Compact exceeds the  
36 constitutional limits imposed on the legislature of any Member  
37 State, the provision shall be ineffective to the extent of the conflict  
38 with the constitutional provision in question in that Member State.

39 Sec. 2. NRS 640A.220 is hereby amended to read as follows:

40 640A.220 1. Except as otherwise provided in this section and  
41 NRS 239.0115, and section 1 of this act, a complaint filed with the  
42 Board, all documents and other information filed with the complaint  
43 and all documents and other information compiled as a result of an  
44 investigation conducted to determine whether to initiate disciplinary  
45 action against a person are confidential, unless the person submits a



1 written statement to the Board requesting that such documents and  
2 information be made public records.

3 2. The charging documents filed with the Board to initiate  
4 disciplinary action pursuant to chapter 622A of NRS and all  
5 documents and information considered by the Board when  
6 determining whether to impose discipline are public records.

7 3. The Board shall, to the extent feasible, communicate or  
8 cooperate with or provide any documents or other information to  
9 any other licensing board or any other agency that is investigating a  
10 person, including, without limitation, a law enforcement agency.

11 4. The Board shall retain all complaints filed with the Board  
12 for at least 10 years, including, without limitation, any complaints  
13 not acted upon.

14 **Sec. 3.** The preliminary chapter of NRS is hereby amended by  
15 adding thereto a new section to read as follows:

16 *Except as otherwise expressly provided in a particular statute*  
17 *or required by the context, privilege to practice as an occupational*  
18 *therapist or occupational therapy assistant in this State under the*  
19 *Occupational Therapy Licensure Compact ratified and entered*  
20 *into in section 1 of this act shall be deemed to be equivalent to the*  
21 *corresponding license.*

22 **Sec. 4.** NRS 239.010 is hereby amended to read as follows:

23 239.010 1. Except as otherwise provided in this section and  
24 NRS 1.4683, 1.4687, 1A.110, 3.2203, 41.0397, 41.071, 49.095,  
25 49.293, 62D.420, 62D.440, 62E.516, 62E.620, 62H.025, 62H.030,  
26 62H.170, 62H.220, 62H.320, 75A.100, 75A.150, 76.160, 78.152,  
27 80.113, 81.850, 82.183, 86.246, 86.54615, 87.515, 87.5413,  
28 87A.200, 87A.580, 87A.640, 88.3355, 88.5927, 88.6067, 88A.345,  
29 88A.7345, 89.045, 89.251, 90.730, 91.160, 116.757, 116A.270,  
30 116B.880, 118B.026, 119.260, 119.265, 119.267, 119.280,  
31 119A.280, 119A.653, 119A.677, 119B.370, 119B.382, 120A.640,  
32 120A.690, 125.130, 125B.140, 126.141, 126.161, 126.163, 126.730,  
33 127.007, 127.057, 127.130, 127.140, 127.2817, 128.090, 130.312,  
34 130.712, 136.050, 159.044, 159A.044, 164.041, 172.075, 172.245,  
35 176.01334, 176.01385, 176.015, 176.0625, 176.09129, 176.156,  
36 176A.630, 178.39801, 178.4715, 178.5691, 178.5717, 179.495,  
37 179A.070, 179A.165, 179D.160, 180.600, 200.3771, 200.3772,  
38 200.5095, 200.604, 202.3662, 205.4651, 209.392, 209.3923,  
39 209.3925, 209.419, 209.429, 209.521, 211A.140, 213.010, 213.040,  
40 213.095, 213.131, 217.105, 217.110, 217.464, 217.475, 218A.350,  
41 218E.625, 218F.150, 218G.130, 218G.240, 218G.350, 218G.615,  
42 224.240, 226.462, 226.796, 228.270, 228.450, 228.495, 228.570,  
43 231.069, 231.1285, 231.1473, 232.1369, 233.190, 237.300,  
44 239.0105, 239.0113, 239.014, 239B.026, 239B.030, 239B.040,  
45 239B.050, 239C.140, 239C.210, 239C.230, 239C.250, 239C.270,





1 239C.420, 240.007, 241.020, 241.030, 241.039, 242.105, 244.264,  
2 244.335, 247.540, 247.545, 247.550, 247.560, 250.087, 250.130,  
3 250.140, 250.145, 250.150, 268.095, 268.0978, 268.490, 268.910,  
4 269.174, 271A.105, 281.195, 281.805, 281A.350, 281A.680,  
5 281A.685, 281A.750, 281A.755, 281A.780, 284.4068, 284.4086,  
6 286.110, 286.118, 287.0438, 289.025, 289.080, 289.387, 289.830,  
7 293.4855, 293.5002, 293.503, 293.504, 293.558, 293.5757, 293.870,  
8 293.906, 293.908, 293.909, 293.910, 293B.135, 293D.510, 331.110,  
9 332.061, 332.351, 333.333, 333.335, 338.070, 338.1379, 338.1593,  
10 338.1725, 338.1727, 348.420, 349.597, 349.775, 353.205,  
11 353A.049, 353A.085, 353A.100, 353C.240, 353D.250, 360.240,  
12 360.247, 360.255, 360.755, 361.044, 361.2242, 361.610, 365.138,  
13 366.160, 368A.180, 370.257, 370.327, 372A.080, 378.290, 378.300,  
14 379.0075, 379.008, 379.1495, 385A.830, 385B.100, 387.626,  
15 387.631, 388.1455, 388.259, 388.501, 388.503, 388.513, 388.750,  
16 388A.247, 388A.249, 391.033, 391.035, 391.0365, 391.120,  
17 391.925, 392.029, 392.147, 392.264, 392.271, 392.315, 392.317,  
18 392.325, 392.327, 392.335, 392.850, 393.045, 394.167, 394.16975,  
19 394.1698, 394.447, 394.460, 394.465, 396.1415, 396.1425, 396.143,  
20 396.159, 396.3295, 396.405, 396.525, 396.535, 396.9685,  
21 398A.115, 408.3885, 408.3886, 408.3888, 408.5484, 412.153,  
22 414.280, 416.070, 422.2749, 422.305, 422A.342, 422A.350,  
23 425.400, 427A.1236, 427A.872, 427A.940, 432.028, 432.205,  
24 432B.175, 432B.280, 432B.290, 432B.4018, 432B.407, 432B.430,  
25 432B.560, 432B.5902, 432C.140, 432C.150, 433.534, 433A.360,  
26 439.4941, 439.4988, 439.5282, 439.840, 439.914, 439A.116,  
27 439A.124, 439B.420, 439B.754, 439B.760, 439B.845, 440.170,  
28 441A.195, 441A.220, 441A.230, 442.330, 442.395, 442.735,  
29 442.774, 445A.665, 445B.570, 445B.7773, 449.209, 449.245,  
30 449.4315, 449A.112, 450.140, 450B.188, 450B.805, 453.164,  
31 453.720, 458.055, 458.280, 459.050, 459.3866, 459.555, 459.7056,  
32 459.846, 463.120, 463.15993, 463.240, 463.3403, 463.3407,  
33 463.790, 467.1005, 480.535, 480.545, 480.935, 480.940, 481.063,  
34 481.091, 481.093, 482.170, 482.368, 482.5536, 483.340, 483.363,  
35 483.575, 483.659, 483.800, 484A.469, 484B.830, 484B.833,  
36 484E.070, 485.316, 501.344, 503.452, 522.040, 534A.031, 561.285,  
37 571.160, 584.655, 587.877, 598.0964, 598.098, 598A.110,  
38 598A.420, 599B.090, 603.070, 603A.210, 604A.303, 604A.710,  
39 604D.500, 604D.600, 612.265, 616B.012, 616B.015, 616B.315,  
40 616B.350, 618.341, 618.425, 622.238, 622.310, 623.131, 623A.137,  
41 624.110, 624.265, 624.327, 625.425, 625A.185, 628.418, 628B.230,  
42 628B.760, 629.043, 629.047, 629.069, 630.133, 630.2671,  
43 630.2672, 630.2673, 630.2687, 630.30665, 630.336, 630A.327,  
44 630A.555, 631.332, 631.368, 632.121, 632.125, 632.3415,  
45 632.3423, 632.405, 633.283, 633.301, 633.427, 633.4715, 633.4716,



1 633.4717, 633.524, 634.055, 634.1303, 634.214, 634A.169,  
2 634A.185, 634B.730, 635.111, 635.158, 636.262, 636.342, 637.085,  
3 637.145, 637B.192, 637B.288, 638.087, 638.089, 639.183,  
4 639.2485, 639.570, 640.075, 640.152, 640A.185, 640A.220,  
5 640B.405, 640B.730, 640C.580, 640C.600, 640C.620, 640C.745,  
6 640C.760, 640D.135, 640D.190, 640E.225, 640E.340, 641.090,  
7 641.221, 641.2215, 641A.191, 641A.217, 641A.262, 641B.170,  
8 641B.281, 641B.282, 641C.455, 641C.760, 641D.260, 641D.320,  
9 642.524, 643.189, 644A.870, 645.180, 645.625, 645A.050,  
10 645A.082, 645B.060, 645B.092, 645C.220, 645C.225, 645D.130,  
11 645D.135, 645G.510, 645H.320, 645H.330, 647.0945, 647.0947,  
12 648.033, 648.197, 649.065, 649.067, 652.126, 652.228, 653.900,  
13 654.110, 656.105, 657A.510, 661.115, 665.130, 665.133, 669.275,  
14 669.285, 669A.310, 670B.680, 671.365, 671.415, 673.450, 673.480,  
15 675.380, 676A.340, 676A.370, 677.243, 678A.470, 678C.710,  
16 678C.800, 679B.122, 679B.124, 679B.152, 679B.159, 679B.190,  
17 679B.285, 679B.690, 680A.270, 681A.440, 681B.260, 681B.410,  
18 681B.540, 683A.0873, 685A.077, 686A.289, 686B.170, 686C.306,  
19 687A.060, 687A.115, 687B.404, 687C.010, 688C.230, 688C.480,  
20 688C.490, 689A.696, 692A.117, 692C.190, 692C.3507, 692C.3536,  
21 692C.3538, 692C.354, 692C.420, 693A.480, 693A.615, 696B.550,  
22 696C.120, 703.196, 704B.325, 706.1725, 706A.230, 710.159,  
23 711.600, *and section 1 of this act*, sections 35, 38 and 41 of chapter  
24 478, Statutes of Nevada 2011 and section 2 of chapter 391, Statutes  
25 of Nevada 2013 and unless otherwise declared by law to be  
26 confidential, all public books and public records of a governmental  
27 entity must be open at all times during office hours to inspection by  
28 any person, and may be fully copied or an abstract or memorandum  
29 may be prepared from those public books and public records. Any  
30 such copies, abstracts or memoranda may be used to supply the  
31 general public with copies, abstracts or memoranda of the records or  
32 may be used in any other way to the advantage of the governmental  
33 entity or of the general public. This section does not supersede or in  
34 any manner affect the federal laws governing copyrights or enlarge,  
35 diminish or affect in any other manner the rights of a person in any  
36 written book or record which is copyrighted pursuant to federal law.  
37 2. A governmental entity may not reject a book or record  
38 which is copyrighted solely because it is copyrighted.  
39 3. A governmental entity that has legal custody or control of a  
40 public book or record shall not deny a request made pursuant to  
41 subsection 1 to inspect or copy or receive a copy of a public book or  
42 record on the basis that the requested public book or record contains  
43 information that is confidential if the governmental entity can  
44 redact, delete, conceal or separate, including, without limitation,  
45 electronically, the confidential information from the information



1 included in the public book or record that is not otherwise  
2 confidential.

3 4. If requested, a governmental entity shall provide a copy of a  
4 public record in an electronic format by means of an electronic  
5 medium. Nothing in this subsection requires a governmental entity  
6 to provide a copy of a public record in an electronic format or by  
7 means of an electronic medium if:

8 (a) The public record:

9 (1) Was not created or prepared in an electronic format; and

10 (2) Is not available in an electronic format; or

11 (b) Providing the public record in an electronic format or by  
12 means of an electronic medium would:

13 (1) Give access to proprietary software; or

14 (2) Require the production of information that is confidential  
15 and that cannot be redacted, deleted, concealed or separated from  
16 information that is not otherwise confidential.

17 5. An officer, employee or agent of a governmental entity who  
18 has legal custody or control of a public record:

19 (a) Shall not refuse to provide a copy of that public record in the  
20 medium that is requested because the officer, employee or agent has  
21 already prepared or would prefer to provide the copy in a different  
22 medium.

23 (b) Except as otherwise provided in NRS 239.030, shall, upon  
24 request, prepare the copy of the public record and shall not require  
25 the person who has requested the copy to prepare the copy himself  
26 or herself.

27 **Sec. 5.** This act becomes effective on July 1, 2025.



