

1 STATE OF OKLAHOMA

2 2nd Session of the 60th Legislature (2026)

3 SENATE BILL 1653 By: Haste

6 AS INTRODUCED

7 An Act relating to professions and occupations;
8 enacting the Occupational Therapy Licensure Compact
9 and authorizing the Governor to enter into the
Compact with certain jurisdictions; setting forth
form of the Compact; providing for codification; and
providing an effective date.

11 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

13 SECTION 1. NEW LAW A new section of law to be codified
14 in the Oklahoma Statutes as Section 888.31 of Title 59, unless there
15 is created a duplication in numbering, reads as follows:

16 The Occupational Therapy Licensure Compact is hereby enacted
17 into law and the Governor shall enter into the Compact on behalf of
18 the State of Oklahoma with any jurisdiction legally joined therein,
19 in the form substantially as set forth in this act.

20 SECTION 2. NEW LAW A new section of law to be codified
21 in the Oklahoma Statutes as Section 888.32 of Title 59, unless there
22 is created a duplication in numbering, reads as follows:

23 OCCUPATIONAL THERAPY LICENSURE COMPACT

24 SECTION 1: PURPOSE

1 The purpose of this Compact is to facilitate interstate practice
2 of Occupational Therapy with the goal of improving public access to
3 Occupational Therapy services. The Practice of Occupational Therapy
4 occurs in the State where the patient or client is located at the
5 time of the patient or client encounter. The Compact preserves the
6 regulatory authority of States to protect public health and safety
7 through the current system of State licensure.

8 This Compact is designed to achieve the following objectives:

9 A. Increase public access to Occupational Therapy services by
10 providing for the mutual recognition of other Member State licenses.

11 B. Enhance the States' ability to protect the public's health
12 and safety.

13 C. Encourage the cooperation of Member States in regulating
14 multi-State Occupational Therapy Practice.

15 D. Support spouses of relocating military members.

16 E. Enhance the exchange of licensure, investigative, and
17 disciplinary information between Member States.

18 F. Allow a Remote State to hold a provider of services with a
19 Compact Privilege in that State accountable to that State's practice
20 standards.

21 G. Facilitate the use of telehealth technology in order to
22 increase access to Occupational Therapy services.

23 SECTION 2: DEFINITIONS

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

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

7 B. "Adverse Action" means any administrative, civil, equitable,
8 or criminal action permitted by a State's laws which is imposed by a
9 Licensing Board or other authority against an Occupational Therapist
10 or Occupational Therapy Assistant, including actions against an
11 individual's license or Compact Privilege such as censure,
12 revocation, suspension, probation, monitoring of the Licensee, or
13 restriction on the Licensee's practice.

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

16 D. "Compact Privilege" means the authorization, which is
17 equivalent to a license, granted by a Remote State to allow a
18 Licensee from another Member State to practice as an Occupational
19 Therapist or practice as an Occupational Therapy Assistant in the
20 Remote State under its laws and rules. The Practice of Occupational
21 Therapy occurs in the Member State where the patient or client is
22 located at the time of the patient or client encounter.

23 E. "Continuing Competence or Education" means a requirement, as
24 a condition of license renewal, to provide evidence of participation

1 in, or completion of, educational and professional activities
2 relevant to practice or area of work.

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

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

13 H. "Encumbered License" means a license in which an Adverse
14 Action restricts the Practice of Occupational Therapy by the
15 Licensee or said Adverse Action has been reported to the National
16 Practitioner Data Bank (NPDB).

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

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

22 K. "Impaired Practitioner" means individuals whose professional
23 practice is adversely affected by substance abuse, addiction, or
24 other health-related conditions.

1 L. "Investigative Information" means information, records, or
2 documents received or generated by an Occupational Therapy Licensing
3 Board pursuant to an investigation.

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

7 N. "Licensee" means an individual who currently holds an
8 authorization from the State to practice as an Occupational
9 Therapist or as an Occupational Therapy Assistant.

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

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

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

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

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

1 T. "Occupational Therapy Licensing Board" or "Licensing Board"
2 means the agency of a State that is authorized to license and
3 regulate Occupational Therapists and Occupational Therapy
4 Assistants.

5 U. "Primary State of Residence" means the state, also known as
6 the Home State, in which an Occupational Therapist or Occupational
7 Therapy Assistant who is not Active Duty Military declares a primary
8 residence for legal purposes as verified by: driver license,
9 federal income tax return, lease, deed, mortgage, or voter
10 registration or other verifying documentation as further defined by
11 Commission Rules.

12 V. "Remote State" means a Member State other than the Home
13 State, where a Licensee is exercising or seeking to exercise the
14 Compact Privilege.

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

17 X. "State" means any state, commonwealth, district, or
18 territory of the United States of America that regulates the
19 Practice of Occupational Therapy.

20 Y. "Single-State License" means an Occupational Therapist or
21 Occupational Therapy Assistant license issued by a Member State that
22 authorizes practice only within the issuing State and does not
23 include a Compact Privilege in any other Member State.

1 z. "Telehealth" means the application of telecommunication
2 technology to deliver Occupational Therapy services for assessment,
3 intervention or consultation.

4 SECTION 3: STATE PARTICIPATION IN THE COMPACT

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

6 1. License Occupational Therapists and Occupational Therapy
7 Assistants;

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

11 3. Have a mechanism in place for receiving and investigating
12 complaints about Licensees;

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

16 5. Implement or utilize procedures for considering the criminal
17 history records of applicants for an initial Compact Privilege.

18 These procedures shall include the submission of fingerprints or
19 other biometric-based information by applicants for the purpose of
20 obtaining an applicant's criminal history record information from
21 the Federal Bureau of Investigation and the agency responsible for
22 retaining that State's criminal records.

23 a. A Member State shall, within a time frame established
24 by the Commission, require a criminal background check

1 for a Licensee seeking or applying for a Compact
2 Privilege whose Primary State of Residence is that
3 Member State, by receiving the results of the Federal
4 Bureau of Investigation criminal record search, and
5 shall use the results in making licensure decisions.

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

13 6. Comply with the Rules of the Commission;

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

17 8. Have Continuing Competence or Education requirements as a
18 condition for license renewal.

19 B. A Member State shall grant the Compact Privilege to a
20 Licensee holding a valid unencumbered license in another Member
21 State in accordance with the terms of the Compact and Rules.

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

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

3 E. Individuals not residing in a Member State shall continue to
4 be able to apply for a Member State's Single-State License as
5 provided under the laws of each Member State. However, the Single-
6 State License granted to these individuals shall not be recognized
7 as granting the Compact Privilege in any other Member State.

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

11 SECTION 4: COMPACT PRIVILEGE

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

14 1. Hold a license in the Home State;

15 2. Have a valid United States Social Security Number or
16 National Practitioner Identification number;

17 3. Have no encumbrance on any State license;

18 4. Be eligible for a Compact Privilege in any Member State in
19 accordance with subsections D, F, G, and H of this section of the
20 Compact;

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

1 6. Notify the Commission that the Licensee is seeking the
2 Compact Privilege within one or more Remote States;

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

5 8. Complete a criminal background check in accordance with
6 paragraph 5 of subsection A of Section 3 of the Compact. The
7 Licensee shall be responsible for the payment of any fee associated
8 with the completion of a criminal background check;

9 9. Meet any Jurisprudence Requirements established by any
10 Remote States in which the Licensee is seeking a Compact Privilege;
11 and

12 10. Report to the Commission Adverse Action taken by any non-
13 Member State within thirty (30) days from the date the Adverse
14 Action is taken.

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

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

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

1 E. A Licensee providing Occupational Therapy in a Remote State
2 is subject to that State's regulatory authority. A Remote State
3 may, in accordance with due process and that State's laws, remove a
4 Licensee's Compact Privilege in the Remote State for a specific
5 period of time, impose fines, or take any other necessary actions to
6 protect the health and safety of its citizens. The Licensee may be
7 ineligible for a Compact Privilege in any State until the specific
8 time for removal has passed and all fines are paid.

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

- 12 1. The Home State license is no longer encumbered; and
- 13 2. Two (2) years have elapsed from the date on which the Home
14 State license is no longer encumbered in accordance with paragraph 1
15 of this subsection.

16 G. Once an Encumbered License in the Home State is restored to
17 good standing, the Licensee must meet the requirements of subsection
18 A of this section of the Compact to obtain a Compact Privilege in
19 any Remote State.

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

- 23 1. The specific period of time for which the Compact Privilege
24 was removed has ended;

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

2 3. Two (2) years have elapsed from the date of completing

3 requirements for paragraphs 1 and 2 of this subsection; and

4 4. The Compact Privileges are reinstated by the Commission, and

5 the Compact Data System is updated to reflect reinstatement.

6 I. If a Licensee's Compact Privilege in any Remote State is

7 removed due to an erroneous charge, privileges shall be restored

8 through the Compact Data System.

9 J. Once the requirements of subsection H of this section of the

10 Compact have been met, the Licensee must meet the requirements in

11 subsection A of this section of the Compact to obtain a Compact

12 Privilege in a Remote State.

13 SECTION 5: OBTAINING A NEW HOME STATE LICENSE BY VIRTUE OF

14 COMPACT PRIVILEGE

15 A. An Occupational Therapist or Occupational Therapy Assistant

16 may hold a Home State license, which allows for Compact Privileges

17 in Member States, in only one Member State at a time.

18 B. If an Occupational Therapist or Occupational Therapy

19 Assistant changes Primary State of Residence by moving between two

20 Member States:

21 1. The Occupational Therapist or Occupational Therapy Assistant

22 shall file an application for obtaining a new Home State license by

23 virtue of a Compact Privilege, pay all applicable fees, and notify

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1 the current and new Home State in accordance with applicable Rules
2 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 Therapy
6 Assistant meets the pertinent criteria outlined in Section 4 of the
7 Compact via the Data System, without need for primary source
8 verification except for:

9 a. an FBI fingerprint based criminal background check if
10 not previously performed or updated pursuant to
11 applicable Rules adopted by the Commission in
12 accordance with Public Law 92-544,
13 b. any other criminal background check as required by the
14 new Home State, and
15 c. submission of any requisite Jurisprudence Requirements
16 of the new Home State;

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

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

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

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

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

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

16 SECTION 6: ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

17 Active Duty Military personnel, or their spouses, shall
18 designate a Home State where the individual has a current license in
19 good standing. The individual may retain the Home State designation
20 during the period the service member is on active duty. Subsequent
21 to designating a Home State, the individual shall only change their
22 Home State through application for licensure in the new State or
23 through the process described in Section 5 of the Compact.

24 SECTION 7: ADVERSE ACTIONS

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

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

7 1. Take Adverse Action against an Occupational Therapist's or
8 Occupational Therapy Assistant's Compact Privilege within that
9 Member State; and

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

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

3 D. The Home State shall complete any pending investigations of
4 an Occupational Therapist or Occupational Therapy Assistant who
5 changes Primary State of Residence during the course of the
6 investigations. The Home State, where the investigations were
7 initiated, shall also have the authority to take appropriate actions
8 and shall promptly report the conclusions of the investigations to
9 the Occupational Therapy Compact Commission Data System. The
10 Occupational Therapy Compact Commission Data System administrator
11 shall promptly notify the new Home State of any Adverse Actions.

12 E. A Member State, if otherwise permitted by State law, may
13 recover from the affected Occupational Therapist or Occupational
14 Therapy Assistant the costs of investigations and disposition of
15 cases resulting from any Adverse Action taken against that
16 Occupational Therapist or Occupational Therapy Assistant.

17 F. A Member State may take Adverse Action based on the factual
18 findings of the Remote State, provided that the Member State follows
19 its own procedures for taking the Adverse Action.

20 G. Joint Investigations.

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

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1 2. Member States shall share any investigative, litigation, or
2 compliance materials in furtherance of any joint or individual
3 investigation initiated under the Compact.

4 H. If an Adverse Action is taken by the Home State against an
5 Occupational Therapist's or Occupational Therapy Assistant's
6 license, the Occupational Therapist's or Occupational Therapy
7 Assistant's Compact Privilege in all other Member States shall be
8 deactivated until all encumbrances have been removed from the State
9 license. All Home State disciplinary orders that impose Adverse
10 Action against an Occupational Therapist's or Occupational Therapy
11 Assistant's license shall include a Statement that the Occupational
12 Therapist's or Occupational Therapy Assistant's Compact Privilege is
13 deactivated in all Member States during the pendency of the order.

14 I. If a Member State takes Adverse Action, it shall promptly
15 notify the administrator of the Data System. The administrator of
16 the Data System shall promptly notify the Home State of any Adverse
17 Actions by Remote States.

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

21 SECTION 8: ESTABLISHMENT OF THE OCCUPATIONAL THERAPY COMPACT
22 COMMISSION
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A. The Compact Member States hereby create and establish a joint public agency known as the Occupational Therapy Compact Commission:

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

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

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

B. Membership, Voting, and Meetings.

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

2. The delegate shall be either:

- a. a current member of the Licensing Board, who is an Occupational Therapist, Occupational Therapy Assistant, or public member, or
- b. an administrator of the Licensing Board.

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

1 4. The Member State board shall fill any vacancy occurring in
2 the Commission within ninety (90) days.

3 5. Each delegate shall be entitled to one vote with regard to
4 the promulgation of Rules and creation of bylaws and shall otherwise
5 have an opportunity to participate in the business and affairs of
6 the Commission. A delegate shall vote in person or by such other
7 means as provided in the bylaws. The bylaws may provide for
8 delegates' participation in meetings by telephone or other means of
9 communication.

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

12 7. The Commission shall establish by Rule a term of office for
13 delegates.

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

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

16 2. Establish the fiscal year of the Commission;

17 3. Establish bylaws;

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

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

22 6. Promulgate uniform Rules to facilitate and coordinate
23 implementation and administration of this Compact. The Rules shall

1 have the force and effect of law and shall be binding in all Member
2 States;

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

7 8. Purchase and maintain insurance and bonds;

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

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

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

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

1 13. Sell, convey, mortgage, pledge, lease, exchange, abandon,
2 or otherwise dispose of any property real, personal, or mixed;
3 14. Establish a budget and make expenditures;
4 15. Borrow money;
5 16. Appoint committees, including standing committees composed
6 of members, State regulators, State legislators or their
7 representatives, and consumer representatives, and such other
8 interested persons as may be designated in this Compact and the
9 bylaws;
10 17. Provide and receive information from, and cooperate with,
11 law enforcement agencies;
12 18. Establish and elect an Executive Committee; and
13 19. Perform such other functions as may be necessary or
14 appropriate to achieve the purposes of this Compact consistent with
15 the State regulation of Occupational Therapy licensure and practice.

16 D. The Executive Committee.

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

19 1. The Executive Committee shall be composed of nine (9)
20 members:

21 a. seven voting members who are elected by the Commission
22 from the current membership of the Commission,
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- b. one ex officio, nonvoting member from a recognized national Occupational Therapy professional association, and
- c. one ex officio, nonvoting member from a recognized national Occupational Therapy certification organization.

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

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

4. The Executive Committee shall meet at least annually.

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

- a. recommend to the entire Commission changes to the Rules or bylaws, changes to this Compact legislation, fees paid by Compact Member States such as annual dues, and any Commission Compact fee charged to Licensees for the Compact Privilege,

- b. ensure Compact administration services are appropriately provided, contractual or otherwise,

c. prepare and recommend the budget,

- d. maintain financial records on behalf of the Commission.

1 e. monitor Compact compliance of Member States and
2 provide compliance reports to the Commission,
3 f. establish additional committees as necessary, and
4 g. perform other duties as provided in Rules or bylaws.

5 E. Meetings of the Commission.

6 1. All meetings shall be open to the public, and public notice
7 of meetings shall be given in the same manner as required under the
8 Rulemaking provisions in Section 10 of the Compact.

9 2. The Commission or the Executive Committee or other
10 committees of the Commission may convene in a closed, nonpublic
11 meeting if the Commission or Executive Committee or other committees
12 of the Commission must discuss:

13 a. noncompliance of a Member State with its obligations
14 under the Compact,
15 b. the employment, compensation, discipline or other
16 matters, practices or procedures related to specific
17 employees or other matters related to the Commission's
18 internal personnel practices and procedures,
19 c. current, threatened, or reasonably anticipated
20 litigation,
21 d. negotiation of contracts for the purchase, lease, or
22 sale of goods, services, or real estate,
23 e. accusing any person of a crime or formally censuring
24 any person,

- f. disclosure of trade secrets or commercial or financial information that is privileged or confidential,
- g. disclosure of information of a personal nature where disclosure would constitute a clearly unwarranted invasion of personal privacy,
- h. disclosure of investigative records compiled for law enforcement purposes,
- i. disclosure of information related to any investigative reports prepared by or on behalf of or for use of the Commission or other committee charged with responsibility of investigation or determination of compliance issues pursuant to the Compact, or
- j. matters specifically exempted from disclosure by federal or Member State statute.

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

4. The Commission shall keep minutes that fully and clearly describe all matters discussed in a meeting and shall provide a full and accurate summary of actions taken, and the reasons therefore, including a description of the views expressed. All documents considered in connection with an action shall be identified in such minutes. All minutes and documents of a closed meeting shall remain

1 under seal, subject to release by a majority vote of the Commission
2 or order of a court of competent jurisdiction.

3 F. Financing of the Commission.

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

7 2. The Commission may accept any and all appropriate revenue
8 sources, donations, and grants of money, equipment, supplies,
9 materials, and services.

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

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

23 5. The Commission shall keep accurate accounts of all receipts
24 and disbursements. The receipts and disbursements of the Commission

1 shall be subject to the audit and accounting procedures established
2 under its bylaws. However, all receipts and disbursements of funds
3 handled by the Commission shall be audited yearly by a certified or
4 licensed public accountant, and the report of the audit shall be
5 included in and become part of the annual report of the Commission.

6 G. Qualified Immunity, Defense, and Indemnification.

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

19 2. The Commission shall defend any member, officer, executive
20 director, employee, or representative of the Commission in any civil
21 action seeking to impose liability arising out of any actual or
22 alleged act, error, or omission that occurred within the scope of
23 Commission employment, duties, or responsibilities, or that the
24 person against whom the claim is made had a reasonable basis for

1 believing occurred within the scope of Commission employment,
2 duties, or responsibilities; provided, that nothing herein shall be
3 construed to prohibit that person from retaining his or her own
4 counsel; and provided further, that the actual or alleged act,
5 error, or omission did not result from that person's intentional or
6 willful or wanton misconduct.

7 3. The Commission shall indemnify and hold harmless any member,
8 officer, executive director, employee, or representative of the
9 Commission for the amount of any settlement or judgment obtained
10 against that person arising out of any actual or alleged act, error
11 or omission that occurred within the scope of Commission employment,
12 duties, or responsibilities, or that such person had a reasonable
13 basis for believing occurred within the scope of Commission
14 employment, duties, or responsibilities, provided that the actual or
15 alleged act, error, or omission did not result from the intentional
16 or willful or wanton misconduct of that person.

17 SECTION 9: DATA SYSTEM

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

22 B. A Member State shall submit a uniform data set to the Data
23 System on all individuals to whom this Compact is applicable,
24

utilizing a unique identifier, as required by the Rules of the Commission, including:

1. Identifying information;
2. Licensure data;
3. Adverse Actions against a license or Compact Privilege;
4. Nonconfidential information related to Alternative Program participation;
5. Any denial of application for licensure, and the reason(s) for such denial;
6. Other information that may facilitate the administration of this Compact, as determined by the Rules of the Commission; and
7. Current Significant Investigative Information.

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

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

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

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

4 SECTION 10: RULEMAKING

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

9 B. The Commission shall promulgate reasonable rules in order to
10 effectively and efficiently achieve the purposes of the Compact.
11 Notwithstanding the foregoing, in the event the Commission exercises
12 its rulemaking authority in a manner that is beyond the scope of the
13 purposes of the Compact, or the powers granted hereunder, then such
14 an action by the Commission shall be invalid and have no force and
15 effect.

16 C. If a majority of the legislatures of the Member States
17 rejects a Rule, by enactment of a statute or resolution in the same
18 manner used to adopt the Compact within four (4) years of the date
19 of adoption of the Rule, then such Rule shall have no further force
20 and effect in any Member State.

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

23 E. Prior to promulgation and adoption of a final Rule or Rules
24 by the Commission, and at least thirty (30) days in advance of the

1 meeting at which the Rule will be considered and voted upon, the
2 Commission shall file a Notice of Proposed Rulemaking:

3 1. On the website of the Commission or other publicly
4 accessible platform; and

5 2. On the website of each Member State Occupational Therapy
6 Licensing Board or other publicly accessible platform or the
7 publication in which each State would otherwise publish proposed
8 Rules.

9 F. The Notice of Proposed Rulemaking shall include:

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

12 2. The text of the proposed Rule or amendment and the reason
13 for the proposed Rule;

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

16 4. The manner in which interested persons may submit notice to
17 the Commission of their intention to attend the public hearing and
18 any written comments.

19 G. Prior to adoption of a proposed Rule, the Commission shall
20 allow persons to submit written data, facts, opinions, and
21 arguments, which shall be made available to the public.

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

1 1. At least twenty-five persons;
2 2. A State or federal governmental subdivision or agency; or
3 3. An association or organization having at least twenty-five
4 members.

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

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

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

18 3. All hearings will be recorded. A copy of the recording will
19 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 section.

23 J. Following the scheduled hearing date, or by the close of
24 business on the scheduled hearing date if the hearing was not held,

1 the Commission shall consider all written and oral comments
2 received.

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

6 L. The Commission shall, by majority vote of all members, take
7 final action on the proposed Rule and shall determine the effective
8 date of the Rule, if any, based on the Rulemaking record and the
9 full text of the Rule.

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

- 18 1. Meet an imminent threat to public health, safety, or
19 welfare;
- 20 2. Prevent a loss of Commission or Member State funds;
- 21 3. Meet a deadline for the promulgation of an administrative
22 Rule that is established by federal law or Rule; or
- 23 4. Protect public health and safety.

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

14 SECTION 11: OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

15 A. Oversight.

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

21 2. All courts shall take judicial notice of the Compact and the
22 Rules in any judicial or administrative proceeding in a Member State
23 pertaining to the subject matter of this Compact which may affect
24 the powers, responsibilities, or actions of the Commission.

1 3. The Commission shall be entitled to receive service of
2 process in any such proceeding, and shall have standing to intervene
3 in such a proceeding for all purposes. Failure to provide service
4 of process to the Commission shall render a judgment or order void
5 as to the Commission, this Compact, or promulgated Rules.

6 B. Default, Technical Assistance, and Termination.

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

10 a. provide written notice to the defaulting State and
11 other Member States of the nature of the default, the
12 proposed means of curing the default, and any other
13 action to be taken by the Commission, and
14 b. provide remedial training and specific technical
15 assistance regarding the default.

16 2. If a State in default fails to cure the default, the
17 defaulting State may be terminated from the Compact upon an
18 affirmative vote of a majority of the Member States, and all rights,
19 privileges and benefits conferred by this Compact may be terminated
20 on the effective date of termination. A cure of the default does
21 not relieve the offending State of obligations or liabilities
22 incurred during the period of default.

23 3. Termination of membership in the Compact shall be imposed
24 only after all other means of securing compliance have been

1 exhausted. Notice of intent to suspend or terminate shall be given
2 by the Commission to the governor, the majority and minority leaders
3 of the defaulting State's legislature, and each of the Member
4 States.

5 4. A State that has been terminated is responsible for all
6 assessments, obligations, and liabilities incurred through the
7 effective date of termination, including obligations that extend
8 beyond the effective date of termination.

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

13 6. The defaulting State may appeal the action of the Commission
14 by petitioning the United States District Court for the District of
15 Columbia or the federal district where the Commission has its
16 principal offices. The prevailing member shall be awarded all costs
17 of such litigation, including reasonable attorney fees.

18 C. Dispute Resolution.

19 1. Upon request by a Member State, the Commission shall attempt
20 to resolve disputes related to the Compact that arise among Member
21 States and between Member and non-Member States.

22 2. The Commission shall promulgate a Rule providing for both
23 mediation and binding dispute resolution for disputes as
24 appropriate.

1 D. Enforcement.

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

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

13 3. The remedies herein shall not be the exclusive remedies of
14 the Commission. The Commission may pursue any other remedies
15 available under federal or State law.

16 SECTION 12: DATE OF IMPLEMENTATION OF THE INTERSTATE COMMISSION
17 FOR OCCUPATIONAL THERAPY PRACTICE AND ASSOCIATED RULES, WITHDRAWAL,
18 AND AMENDMENT

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

1 exercise Rulemaking powers necessary to the implementation and
2 administration of the Compact.

3 B. Any State that joins the Compact subsequent to the
4 Commission's initial adoption of the Rules shall be subject to the
5 Rules as they exist on the date on which the Compact becomes law in
6 that State. Any Rule that has been previously adopted by the
7 Commission shall have the full force and effect of law on the day
8 the Compact becomes law in that State.

9 C. Any Member State may withdraw from this Compact by enacting
10 a statute repealing the same.

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

13 2. Withdrawal shall not affect the continuing requirement of
14 the withdrawing State's Occupational Therapy Licensing Board to
15 comply with the investigative and Adverse Action reporting
16 requirements of this act prior to the effective date of withdrawal.

17 D. Nothing contained in this Compact shall be construed to
18 invalidate or prevent any Occupational Therapy licensure agreement
19 or other cooperative arrangement between a Member State and a non-
20 Member State that does not conflict with the provisions of this
21 Compact.

22 E. This Compact may be amended by the Member States. No
23 amendment to this Compact shall become effective and binding upon
24

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

3 SECTION 13: CONSTRUCTION AND SEVERABILITY

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

17 SECTION 14: BINDING EFFECT OF COMPACT AND OTHER LAWS

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

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

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

1 D. Any lawful actions of the Commission, including all Rules
2 and bylaws promulgated by the Commission, are binding upon the
3 Member States.

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

6 F. In the event any provision of the Compact exceeds the
7 constitutional limits imposed on the legislature of any Member
8 State, the provision shall be ineffective to the extent of the
9 conflict with the constitutional provision in question in that
10 Member State.

11 SECTION 3. This act shall become effective November 1, 2026.

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