

STATE OF NEW YORK

7947

2023-2024 Regular Sessions

IN ASSEMBLY

August 4, 2023

Introduced by M. of A. MILLER -- read once and referred to the Committee on Higher Education

AN ACT to amend the education law, in relation to adopting the psychology interjurisdictional compact (Part A); to amend the public health law, in relation to adopting the recognition of emergency medical services personnel licensure interstate compact (Part B); and to amend the education law, in relation to adopting the interstate counseling compact (Part C)

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

1 Section 1. This act enacts into law components of legislation relating
2 to enacting the psychology interjurisdictional compact, the recognition
3 of emergency medical services personnel licensure interstate compact,
4 and the interstate counseling compact. Each component is wholly
5 contained within a Part identified as Parts A through C. The effective
6 date for each particular provision contained within such Part is set
7 forth in the last section of such Part. Any provision in any section
8 contained within a Part, including the effective date of the Part, which
9 makes reference to a section "of this act", when used in connection with
10 that particular component, shall be deemed to mean and refer to the
11 corresponding section of the Part in which it is found. Section three of
12 this act sets forth the general effective date of this act.

13 PART A

14 Section 1. The education law is amended by adding a new section 7608
15 to read as follows:

16 § 7608. Psychology Interjurisdictional Compact. The psychology inter-
17 jurisdictional compact is hereby enacted into law and entered into with
18 all jurisdictions legally joining therein in the form substantially as
19 follows:

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

LBD11342-01-3

ARTICLE I.
PURPOSE

Whereas, states license psychologists, in order to protect the public through verification of education, training and experience and ensure accountability for professional practice; and

Whereas, this Compact is intended to regulate the day to day practice of telepsychology (i.e. the provision of psychological services using telecommunication technologies) by psychologists across state boundaries in the performance of their psychological practice as assigned by an appropriate authority; and

Whereas, this Compact is intended to regulate the temporary in-person, face-to-face practice of psychology by psychologists across state boundaries for 30 days within a calendar year in the performance of their psychological practice as assigned by an appropriate authority;

Whereas, this Compact is intended to authorize State Psychology Regulatory Authorities to afford legal recognition, in a manner consistent with the terms of the Compact, to psychologists licensed in another state;

Whereas, this Compact recognizes that states have a vested interest in protecting the public's health and safety through their licensing and regulation of psychologists and that such state regulation will best protect public health and safety;

Whereas, this Compact does not apply when a psychologist is licensed in both the Home and Receiving States; and

Whereas, this Compact does not apply to permanent in-person, face-to-face practice, it does allow for authorization of temporary psychological practice.

Consistent with these principles, this Compact is designed to achieve the following purposes and objectives:

1. Increase public access to professional psychological services by allowing for telepsychological practice across state lines as well as temporary in-person, face-to-face services into a state which the psychologist is not licensed to practice psychology;

2. Enhance the states' ability to protect the public's health and safety, especially client/patient safety;

3. Encourage the cooperation of Compact States in the areas of psychology licensure and regulation;

4. Facilitate the exchange of information between Compact States regarding psychologist licensure, adverse actions and disciplinary history;

5. Promote compliance with the laws governing psychological practice in each Compact State; and

6. Invest all Compact States with the authority to hold licensed psychologists accountable through the mutual recognition of Compact State licenses.

ARTICLE II.
DEFINITIONS

A. "Adverse Action" means: Any action taken by a State Psychology Regulatory Authority which finds a violation of a statute or regulation that is identified by the State Psychology Regulatory Authority as discipline and is a matter of public record.

B. "Association of State and Provincial Psychology Boards (ASPPB)" means: the recognized membership organization composed of State and

1 Provincial Psychology Regulatory Authorities responsible for the licensure and registration of psychologists throughout the United States and
2 Canada.

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4 C. "Authority to Practice Interjurisdictional Telepsychology" means: a licensed psychologist's authority to practice telepsychology, within the limits authorized under this Compact, in another Compact State.

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7 D. "Bylaws" means: those Bylaws established by the Psychology Interjurisdictional Compact Commission pursuant to Article X for its governance, or for directing and controlling its actions and conduct.

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10 E. "Client/Patient" means: the recipient of psychological services, whether psychological services are delivered in the context of health-care, corporate, supervision, and/or consulting services.

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13 F. "Commissioner" means: the voting representative appointed by each State Psychology Regulatory Authority pursuant to Article X.

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15 G. "Compact State" means: a state, the District of Columbia, or United States territory that has enacted this Compact legislation and which has not withdrawn pursuant to Article XIII, Section C or been terminated pursuant to Article XII, Section B.

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19 H. "Coordinated Licensure Information System" also referred to as "Coordinated Database" means: an integrated process for collecting, storing, and sharing information on psychologists' licensure and enforcement activities related to psychology licensure laws, which is administered by the recognized membership organization composed of State and Provincial Psychology Regulatory Authorities.

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23 I. "Confidentiality" means: the principle that data or information is not made available or disclosed to unauthorized persons and/or processes.

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27 J. "Day" means: any part of a day in which psychological work is performed.

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30 K. "Distant State" means: the Compact State where a psychologist is physically present (not through the use of telecommunications technologies), to provide temporary in-person, face-to-face psychological services.

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34 L. "E.Passport" means: a certificate issued by the Association of State and Provincial Psychology Boards (ASPPB) that promotes the standardization in the criteria of interjurisdictional telepsychology practice and facilitates the process for licensed psychologists to provide telepsychological services across state lines.

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39 M. "Executive Board" means: a group of directors elected or appointed to act on behalf of, and within the powers granted to them by, the Commission.

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43 N. "Home State" means: a Compact State where a psychologist is licensed to practice psychology. If the psychologist is licensed in more than one Compact State and is practicing under the Authorization to Practice Interjurisdictional Telepsychology, the Home State is the Compact State where the psychologist is physically present when the telepsychological services are delivered. If the psychologist is licensed in more than one Compact State and is practicing under the Temporary Authorization to Practice, the Home State is any Compact State where the psychologist is licensed.

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50 O. "Identity History Summary" means: a summary of information retained by the FBI, or other designee with similar authority, in connection with arrests and, in some instances, federal employment, naturalization, or military service.

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56 P. "In-Person, Face-to-Face" means: interactions in which the psychologist and the client/patient are in the same physical space and which

1 does not include interactions that may occur through the use of telecom-
2 munication technologies.

3 Q. "Interjurisdictional Practice Certificate (IPC)" means: a certif-
4 icate issued by the Association of State and Provincial Psychology
5 Boards (ASPPB) that grants temporary authority to practice based on
6 notification to the State Psychology Regulatory Authority of intention
7 to practice temporarily, and verification of one's qualifications for
8 such practice.

9 R. "License" means: authorization by a State Psychology Regulatory
10 Authority to engage in the independent practice of psychology, which
11 would be unlawful without the authorization.

12 S. "Non-Compact State" means: any State which is not at the time a
13 Compact State.

14 T. "Psychologist" means: an individual licensed for the independent
15 practice of psychology.

16 U. "Psychology Interjurisdictional Compact Commission" also referred
17 to as "Commission" means: the national administration of which all
18 Compact States are members.

19 V. "Receiving State" means: a Compact State where the client/patient
20 is physically located when the telepsychological services are delivered.

21 W. "Rule" means: a written statement by the Psychology Interjurisdic-
22 tional Compact Commission promulgated pursuant to Article XI of this
23 Compact that is of general applicability, implements, interprets, or
24 prescribes a policy or provision of this Compact, or an organizational,
25 procedural, or practice requirement of the Commission and has the force
26 and effect of statutory law in a Compact State, and includes the amend-
27 ment, repeal or suspension of an existing rule.

28 X. "Significant Investigatory Information" means:

29 1. investigative information that a State Psychology Regulatory
30 Authority, after a preliminary inquiry that includes notification and an
31 opportunity to respond if required by state law, has reason to believe,
32 if proven true, would indicate more than a violation of state statute or
33 ethics code that would be considered more substantial than minor infrac-
34 tion; or

35 2. investigative information that indicates that the psychologist
36 represents an immediate threat to public health and safety regardless of
37 whether the psychologist has been notified and/or had an opportunity to
38 respond.

39 Y. "State" means: a state, commonwealth, territory, or possession of
40 the United States, the District of Columbia.

41 Z. "State Psychology Regulatory Authority" means: the Board, office or
42 other agency with the legislative mandate to license and regulate the
43 practice of psychology.

44 AA. "Telepsychology" means: the provision of psychological services
45 using telecommunication technologies.

46 BB. "Temporary Authorization to Practice" means: a licensed psychol-
47 ogist's authority to conduct temporary in-person, face-to-face practice,
48 within the limits authorized under this Compact, in another Compact
49 State.

50 CC. "Temporary In-Person, Face-to-Face Practice" means: where a
51 psychologist is physically present (not through the use of telecommuni-
52 cations technologies), in the Distant State to provide for the practice
53 of psychology for 30 days within a calendar year and based on notifica-
54 tion to the Distant State.

ARTICLE III.
HOME STATE LICENSURE

A. The Home State shall be a Compact State where a psychologist is licensed to practice psychology.

B. A psychologist may hold one or more Compact State licenses at a time. If the psychologist is licensed in more than one Compact State, the Home State is the Compact State where the psychologist is physically present when the services are delivered as authorized by the Authority to Practice Interjurisdictional Telepsychology under the terms of this Compact.

C. Any Compact State may require a psychologist not previously licensed in a Compact State to obtain and retain a license to be authorized to practice in the Compact State under circumstances not authorized by the Authority to Practice Interjurisdictional Telepsychology under the terms of this Compact.

D. Any Compact State may require a psychologist to obtain and retain a license to be authorized to practice in a Compact State under circumstances not authorized by Temporary Authorization to Practice under the terms of this Compact.

E. A Home State's license authorizes a psychologist to practice in a Receiving State under the Authority to Practice Interjurisdictional Telepsychology only if the Compact State:

1. Currently requires the psychologist to hold an active E.Passport;
2. Has a mechanism in place for receiving and investigating complaints about licensed individuals;

3. Notifies the Commission, in compliance with the terms herein, of any adverse action or significant investigatory information regarding a licensed individual;

4. Requires an Identity History Summary of all applicants at initial licensure, including the use of the results of fingerprints or other biometric data checks compliant with the requirements of the Federal Bureau of Investigation, or other designee with similar authority, no later than ten years after activation of this Compact; and

5. Complies with the Bylaws and Rules of the Commission.

F. A Home State's license grants Temporary Authorization to Practice to a psychologist in a Distant State only if the Compact State:

1. Currently requires the psychologist to hold an active IPC;
2. Has a mechanism in place for receiving and investigating complaints about licensed individuals;

3. Notifies the Commission, in compliance with the terms herein, of any adverse action or significant investigatory information regarding a licensed individual;

4. Requires an Identity History Summary of all applicants at initial licensure, including the use of the results of fingerprints or other biometric data checks compliant with the requirements of the Federal Bureau of Investigation, or other designee with similar authority, no later than ten years after activation of this Compact; and

5. Complies with the Bylaws and Rules of the Commission.

ARTICLE IV.
COMPACT PRIVILEGE TO PRACTICE TELEPSYCHOLOGY

A. Compact States shall recognize the right of a psychologist, licensed in a Compact State in conformance with Article III of this Compact, to practice telepsychology in other Compact States (Receiving

1 States) in which the psychologist is not licensed, under the Authority
2 to Practice Interjurisdictional Telepsychology as provided in this
3 Compact.

4 B. To exercise the Authority to Practice Interjurisdictional Telepsy-
5 chology under the terms and provisions of this Compact, a psychologist
6 licensed to practice in a Compact State must:

7 1. Hold a graduate degree in psychology from an institute of higher
8 education that was, at the time the degree was awarded:

9 a. Regionally accredited by an accrediting body recognized by the U.S.
10 Department of Education to grant graduate degrees, or authorized by
11 Provincial Statute or Royal Charter to grant doctoral degrees; or

12 b. A foreign college or university deemed to be equivalent to 1 (a)
13 above by a foreign credential evaluation service that is a member of the
14 National Association of Credential Evaluation Services (NACES) or by a
15 recognized foreign credential evaluation service; and

16 2. Hold a graduate degree in psychology that meets the following
17 criteria:

18 a. The program, wherever it may be administratively housed, must be
19 clearly identified and labeled as a psychology program. Such a program
20 must specify in pertinent institutional catalogues and brochures its
21 intent to educate and train professional psychologists;

22 b. The psychology program must stand as a recognizable, coherent,
23 organizational entity within the institution;

24 c. There must be a clear authority and primary responsibility for the
25 core and specialty areas whether or not the program cuts across adminis-
26 trative lines;

27 d. The program must consist of an integrated, organized sequence of
28 study;

29 e. There must be an identifiable psychology faculty sufficient in size
30 and breadth to carry out its responsibilities;

31 f. The designated director of the program must be a psychologist and a
32 member of the core faculty;

33 g. The program must have an identifiable body of students who are
34 matriculated in that program for a degree;

35 h. The program must include supervised practicum, internship, or field
36 training appropriate to the practice of psychology;

37 i. The curriculum shall encompass a minimum of three academic years of
38 full-time graduate study for doctoral degree and a minimum of one
39 academic year of full-time graduate study for master's degree;

40 j. The program includes an acceptable residency as defined by the
41 Rules of the Commission.

42 3. Possess a current, full and unrestricted license to practice
43 psychology in a Home State which is a Compact State;

44 4. Have no history of adverse action that violate the Rules of the
45 Commission;

46 5. Have no criminal record history reported on an Identity History
47 Summary that violates the Rules of the Commission;

48 6. Possess a current, active E.Passport;

49 7. Provide attestations in regard to areas of intended practice,
50 conformity with standards of practice, competence in telepsychology
51 technology; criminal background; and knowledge and adherence to legal
52 requirements in the home and receiving states, and provide a release of
53 information to allow for primary source verification in a manner speci-
54 fied by the Commission; and

55 8. Meet other criteria as defined by the Rules of the Commission.

1 C. The Home State maintains authority over the license of any psychol-
2 ogist practicing into a Receiving State under the Authority to Practice
3 Interjurisdictional Telepsychology.

4 D. A psychologist practicing into a Receiving State under the Authori-
5 ty to Practice Interjurisdictional Telepsychology will be subject to the
6 Receiving State's scope of practice. A Receiving State may, in accord-
7 ance with that state's due process law, limit or revoke a psychologist's
8 Authority to Practice Interjurisdictional Telepsychology in the Receiv-
9 ing State and may take any other necessary actions under the Receiving
10 State's applicable law to protect the health and safety of the Receiving
11 State's citizens. If a Receiving State takes action, the state shall
12 promptly notify the Home State and the Commission.

13 E. If a psychologist's license in any Home State, another Compact
14 State, or any Authority to Practice Interjurisdictional Telepsychology
15 in any Receiving State, is restricted, suspended or otherwise limited,
16 the E.Passport shall be revoked and therefore the psychologist shall not
17 be eligible to practice telepsychology in a Compact State under the
18 Authority to Practice Interjurisdictional Telepsychology.

19 ARTICLE V.

20 COMPACT TEMPORARY AUTHORIZATION TO PRACTICE

21 A. Compact States shall also recognize the right of a psychologist,
22 licensed in a Compact State in conformance with Article III, to practice
23 temporarily in other Compact States (Distant States) in which the
24 psychologist is not licensed, as provided in the Compact.

25 B. To exercise the Temporary Authorization to Practice under the terms
26 and provisions of this Compact, a psychologist licensed to practice in a
27 Compact State must:

28 1. Hold a graduate degree in psychology from an institute of higher
29 education that was, at the time the degree was awarded:

30 a. Regionally accredited by an accrediting body recognized by the U.S.
31 Department of Education to grant graduate degrees, or authorized by
32 Provincial Statute or Royal Charter to grant doctoral degrees; or

33 b. A foreign college or university deemed to be equivalent to 1 (a)
34 above by a foreign credential evaluation service that is a member of the
35 National Association of Credential Evaluation Services (NACES) or by a
36 recognized foreign credential evaluation service; and

37 2. Hold a graduate degree in psychology that meets the following
38 criteria:

39 a. The program, wherever it may be administratively housed, must be
40 clearly identified and labeled as a psychology program. Such a program
41 must specify in pertinent institutional catalogues and brochures its
42 intent to educate and train professional psychologists;

43 b. The psychology program must stand as a recognizable, coherent,
44 organizational entity within the institution;

45 c. There must be a clear authority and primary responsibility for the
46 core and specialty areas whether or not the program cuts across adminis-
47 trative lines;

48 d. The program must consist of an integrated, organized sequence of
49 study;

50 e. There must be an identifiable psychology faculty sufficient in size
51 and breadth to carry out its responsibilities;

52 f. The designated director of the program must be a psychologist and a
53 member of the core faculty;

1 g. The program must have an identifiable body of students who are
2 matriculated in that program for a degree;

3 h. The program must include supervised practicum, internship, or field
4 training appropriate to the practice of psychology;

5 i. The curriculum shall encompass a minimum of three academic years of
6 full-time graduate study for doctoral degrees and a minimum of one
7 academic year of full-time graduate study for master's degree; and

8 j. The program includes an acceptable residency as defined by the
9 Rules of the Commission.

10 3. Possess a current, full and unrestricted license to practice
11 psychology in a Home State which is a Compact State;

12 4. No history of adverse action that violate the Rules of the Commis-
13 sion;

14 5. No criminal record history that violates the Rules of the Commis-
15 sion;

16 6. Possess a current, active IPC;

17 7. Provide attestations in regard to areas of intended practice and
18 work experience and provide a release of information to allow for prima-
19 ry source verification in a manner specified by the Commission; and

20 8. Meet other criteria as defined by the Rules of the Commission.

21 C. A psychologist practicing into a Distant State under the Temporary
22 Authorization to Practice shall practice within the scope of practice
23 authorized by the Distant State.

24 D. A psychologist practicing into a Distant State under the Temporary
25 Authorization to Practice will be subject to the Distant State's author-
26 ity and law. A Distant State may, in accordance with that state's due
27 process law, limit or revoke a psychologist's Temporary Authorization to
28 Practice in the Distant State and may take any other necessary actions
29 under the Distant State's applicable law to protect the health and safe-
30 ty of the Distant State's citizens. If a Distant State takes action,
31 the state shall promptly notify the Home State and the Commission.

32 E. If a psychologist's license in any Home State, another Compact
33 State, or any Temporary Authorization to Practice in any Distant State,
34 is restricted, suspended or otherwise limited, the IPC shall be revoked
35 and therefore the psychologist shall not be eligible to practice in a
36 Compact State under the Temporary Authorization to Practice.

37 ARTICLE VI.

38 CONDITIONS OF TELEPSYCHOLOGY PRACTICE IN A RECEIVING STATE

39 A. A psychologist may practice in a Receiving State under the Authori-
40 ty to Practice Interjurisdictional Telepsychology only in the perform-
41 ance of the scope of practice for psychology as assigned by an appropri-
42 ate State Psychology Regulatory Authority, as defined in the Rules of
43 the Commission, and under the following circumstances:

44 1. The psychologist initiates a client/patient contact in a Home State
45 via telecommunications technologies with a client/patient in a Receiving
46 State;

47 2. Other conditions regarding telepsychology as determined by Rules
48 promulgated by the Commission.

49 ARTICLE VII.

50 ADVERSE ACTIONS

51 A. A Home State shall have the power to impose adverse action against
52 a psychologist's license issued by the Home State. A Distant State shall

1 have the power to take adverse action on a psychologist's Temporary
2 Authorization to Practice within that Distant State.

3 B. A Receiving State may take adverse action on a psychologist's
4 Authority to Practice Interjurisdictional Telepsychology within that
5 Receiving State. A Home State may take adverse action against a psychol-
6 ogist based on an adverse action taken by a Distant State regarding
7 temporary in-person, face-to-face practice.

8 C. If a Home State takes adverse action against a psychologist's
9 license, that psychologist's Authority to Practice Interjurisdictional
10 Telepsychology is terminated and the E.Passport is revoked. Further-
11 more, that psychologist's Temporary Authorization to Practice is termi-
12 nated and the IPC is revoked.

13 1. All Home State disciplinary orders which impose adverse action
14 shall be reported to the Commission in accordance with the Rules promul-
15 gated by the Commission. A Compact State shall report adverse actions in
16 accordance with the Rules of the Commission.

17 2. In the event discipline is reported on a psychologist, the psychol-
18 ogist will not be eligible for telepsychology or temporary in-person,
19 face-to-face practice in accordance with the Rules of the Commission.

20 3. Other actions may be imposed as determined by the Rules promulgated
21 by the Commission.

22 D. A Home State's Psychology Regulatory Authority shall investigate
23 and take appropriate action with respect to reported inappropriate
24 conduct engaged in by a licensee which occurred in a Receiving State as
25 it would if such conduct had occurred by a licensee within the Home
26 State. In such cases, the Home State's law shall control in determining
27 any adverse action against a psychologist's license.

28 E. A Distant State's Psychology Regulatory Authority shall investigate
29 and take appropriate action with respect to reported inappropriate
30 conduct engaged in by a psychologist practicing under Temporary Authori-
31 zation Practice which occurred in that Distant State as it would if such
32 conduct had occurred by a licensee within the Home State. In such cases,
33 Distant State's law shall control in determining any adverse action
34 against a psychologist's Temporary Authorization to Practice.

35 F. Nothing in this Compact shall override a Compact State's decision
36 that a psychologist's participation in an alternative program may be
37 used in lieu of adverse action and that such participation shall remain
38 non-public if required by the Compact State's law. Compact States must
39 require psychologists who enter any alternative programs to not provide
40 telepsychology services under the Authority to Practice Interjurisdic-
41 tional Telepsychology or provide temporary psychological services under
42 the Temporary Authorization to Practice in any other Compact State
43 during the term of the alternative program.

44 G. No other judicial or administrative remedies shall be available to
45 a psychologist in the event a Compact State imposes an adverse action
46 pursuant to subsection C, above.

47 ARTICLE VIII.

48 ADDITIONAL AUTHORITIES INVESTED IN A COMPACT STATE'S PSYCHOLOGY
49 REGULATORY AUTHORITY

50 A. In addition to any other powers granted under state law, a Compact
51 State's Psychology Regulatory Authority shall have the authority under
52 this Compact to:

53 1. Issue subpoenas, for both hearings and investigations, which
54 require the attendance and testimony of witnesses and the production of

1 evidence. Subpoenas issued by a Compact State's Psychology Regulatory
2 Authority for the attendance and testimony of witnesses, and/or the
3 production of evidence from another Compact State shall be enforced in
4 the latter state by any court of competent jurisdiction, according to
5 that court's practice and procedure in considering subpoenas issued in
6 its own proceedings. The issuing State Psychology Regulatory Authority
7 shall pay any witness fees, travel expenses, mileage and other fees
8 required by the service statutes of the state where the witnesses and/or
9 evidence are located; and

10 2. Issue cease and desist and/or injunctive relief orders to revoke a
11 psychologist's Authority to Practice Interjurisdictional Telepsychology
12 and/or Temporary Authorization to Practice.

13 3. During the course of any investigation, a psychologist may not
14 change his/her Home State licensure. A Home State Psychology Regulatory
15 Authority is authorized to complete any pending investigations of a
16 psychologist and to take any actions appropriate under its law. The Home
17 State Psychology Regulatory Authority shall promptly report the conclu-
18 sions of such investigations to the Commission. Once an investigation
19 has been completed, and pending the outcome of said investigation, the
20 psychologist may change his/her Home State licensure. The Commission
21 shall promptly notify the new Home State of any such decisions as
22 provided in the Rules of the Commission. All information provided to the
23 Commission or distributed by Compact States pursuant to the psychologist
24 shall be confidential, filed under seal and used for investigatory or
25 disciplinary matters. The Commission may create additional rules for
26 mandated or discretionary sharing of information by Compact States.

27 ARTICLE IX.

28 COORDINATED LICENSURE INFORMATION SYSTEM

29 A. The Commission shall provide for the development and maintenance of
30 a Coordinated Licensure Information System (Coordinated Database) and
31 reporting system containing licensure and disciplinary action informa-
32 tion on all psychologists individuals to whom this Compact is applicable
33 in all Compact States as defined by the Rules of the Commission.

34 B. Notwithstanding any other provision of state law to the contrary, a
35 Compact State shall submit a uniform data set to the Coordinated Data-
36 base on all licensees as required by the Rules of the Commission,
37 including:

38 1. Identifying information;

39 2. Licensure data;

40 3. Significant investigatory information;

41 4. Adverse actions against a psychologist's license;

42 5. An indicator that a psychologist's Authority to Practice Interju-
43 isdictional Telepsychology and/or Temporary Authorization to Practice
44 is revoked;

45 6. Non-confidential information related to alternative program partic-
46 ipation information;

47 7. Any denial of application for licensure, and the reasons for such
48 denial; and

49 8. Other information which may facilitate the administration of this
50 Compact, as determined by the Rules of the Commission.

51 C. The Coordinated Database administrator shall promptly notify all
52 Compact States of any adverse action taken against, or significant
53 investigative information on, any licensee in a Compact State.

1 D. Compact States reporting information to the Coordinated Database
2 may designate information that may not be shared with the public without
3 the express permission of the Compact State reporting the information.

4 E. Any information submitted to the Coordinated Database that is
5 subsequently required to be expunged by the law of the Compact State
6 reporting the information shall be removed from the Coordinated Data-
7 base.

8 ARTICLE X.

9 ESTABLISHMENT OF THE PSYCHOLOGY INTERJURISDICTIONAL COMPACT
10 COMMISSION

11 A. The Compact States hereby create and establish a joint public agen-
12 cy known as the Psychology Interjurisdictional Compact Commission.

13 1. The Commission is a body politic and an instrumentality of the
14 Compact States.

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

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

23 B. Membership, Voting, and Meetings.

24 1. The Commission shall consist of one voting representative appointed
25 by each Compact State who shall serve as that state's Commissioner. The
26 State Psychology Regulatory Authority shall appoint its delegate. This
27 delegate shall be empowered to act on behalf of the Compact State. This
28 delegate shall be limited to:

29 a. Executive Director, Executive Secretary or similar executive;

30 b. Current member of the State Psychology Regulatory Authority of a
31 Compact State; OR

32 c. Designee empowered with the appropriate delegate authority to act
33 on behalf of the Compact State.

34 2. Any Commissioner may be removed or suspended from office as
35 provided by the law of the state from which the Commissioner is
36 appointed. Any vacancy occurring in the Commission shall be filled in
37 accordance with the laws of the Compact State in which the vacancy
38 exists.

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

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

47 5. All meetings shall be open to the public, and public notice of
48 meetings shall be given in the same manner as required under the rule-
49 making provisions in Article XI.

50 6. The Commission may convene in a closed, non-public meeting if the
51 Commission must discuss:

52 a. Non-compliance of a Compact State with its obligations under the
53 Compact;

1 b. The employment, compensation, discipline or other personnel
2 matters, practices or procedures related to specific employees or other
3 matters related to the Commission's internal personnel practices and
4 procedures;

5 c. Current, threatened, or reasonably anticipated litigation against
6 the Commission;

7 d. Negotiation of contracts for the purchase or sale of goods,
8 services or real estate;

9 e. Accusation against any person of a crime or formally censuring any
10 person;

11 f. Disclosure of trade secrets or commercial or financial information
12 which is privileged or confidential;

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

15 h. Disclosure of investigatory records compiled for law enforcement
16 purposes;

17 i. Disclosure of information related to any investigatory reports
18 prepared by or on behalf of or for use of the Commission or other
19 committee charged with responsibility for investigation or determination
20 of compliance issues pursuant to the Compact; or

21 j. Matters specifically exempted from disclosure by federal and state
22 statute.

23 7. If a meeting, or portion of a meeting, is closed pursuant to this
24 provision, the Commission's legal counsel or designee shall certify that
25 the meeting may be closed and shall reference each relevant exempting
26 provision. The Commission shall keep minutes which fully and clearly
27 describe all matters discussed in a meeting and shall provide a full and
28 accurate summary of actions taken, of any person participating in the
29 meeting, and the reasons therefore, including a description of the views
30 expressed. All documents considered in connection with an action shall
31 be identified in such minutes. All minutes and documents of a closed
32 meeting shall remain under seal, subject to release only by a majority
33 vote of the Commission or order of a court of competent jurisdiction.

34 C. The Commission shall, by a majority vote of the Commissioners,
35 prescribe Bylaws and/or Rules to govern its conduct as may be necessary
36 or appropriate to carry out the purposes and exercise the powers of the
37 Compact, including but not limited to:

38 1. Establishing the fiscal year of the Commission;

39 2. Providing reasonable standards and procedures:

40 a. for the establishment and meetings of other committees; and

41 b. governing any general or specific delegation of any authority or
42 function of the Commission;

43 3. Providing reasonable procedures for calling and conducting meetings
44 of the Commission, ensuring reasonable advance notice of all meetings
45 and providing an opportunity for attendance of such meetings by inter-
46 ested parties, with enumerated exceptions designed to protect the
47 public's interest, the privacy of individuals of such proceedings, and
48 proprietary information, including trade secrets. The Commission may
49 meet in closed session only after a majority of the Commissioners vote
50 to close a meeting to the public in whole or in part. As soon as practi-
51 cable, the Commission must make public a copy of the vote to close the
52 meeting revealing the vote of each Commissioner with no proxy votes
53 allowed;

54 4. Establishing the titles, duties and authority and reasonable proce-
55 dures for the election of the officers of the Commission;

1 5. Providing reasonable standards and procedures for the establishment
2 of the personnel policies and programs of the Commission. Notwithstand-
3 ing any civil service or other similar law of any Compact State, the
4 Bylaws shall exclusively govern the personnel policies and programs of
5 the Commission;

6 6. Promulgating a Code of Ethics to address permissible and prohibited
7 activities of Commission members and employees;

8 7. Providing a mechanism for concluding the operations of the Commis-
9 sion and the equitable disposition of any surplus funds that may exist
10 after the termination of the Compact after the payment and/or reserving
11 of all of its debts and obligations;

12 8. The Commission shall publish its Bylaws in a convenient form and
13 file a copy thereof and a copy of any amendment thereto, with the appro-
14 priate agency or officer in each of the Compact States;

15 9. The Commission shall maintain its financial records in accordance
16 with the Bylaws; and

17 10. The Commission shall meet and take such actions as are consistent
18 with the provisions of this Compact and the Bylaws.

19 D. The Commission shall have the following powers:

20 1. The authority to promulgate uniform rules to facilitate and coordi-
21 nate implementation and administration of this Compact. The rule shall
22 have the force and effect of law and shall be binding in all Compact
23 States;

24 2. To bring and prosecute legal proceedings or actions in the name of
25 the Commission, provided that the standing of any State Psychology Regu-
26 latory Authority or other regulatory body responsible for psychology
27 licensure to sue or be sued under applicable law shall not be affected;

28 3. To purchase and maintain insurance and bonds;

29 4. To borrow, accept or contract for services of personnel, including,
30 but not limited to, employees of a Compact State;

31 5. To hire employees, elect or appoint officers, fix compensation,
32 define duties, grant such individuals appropriate authority to carry out
33 the purposes of the Compact, and to establish the Commission's personnel
34 policies and programs relating to conflicts of interest, qualifications
35 of personnel, and other related personnel matters;

36 6. To accept any and all appropriate donations and grants of money,
37 equipment, supplies, materials and services, and to receive, utilize and
38 dispose of the same; provided that at all times the Commission shall
39 strive to avoid any appearance of impropriety and/or conflict of inter-
40 est;

41 7. To lease, purchase, accept appropriate gifts or donations of, or
42 otherwise to own, hold, improve or use, any property, real, personal or
43 mixed; provided that at all times the Commission shall strive to avoid
44 any appearance of impropriety;

45 8. To sell, convey, mortgage, pledge, lease, exchange, abandon or
46 otherwise dispose of any property real, personal or mixed;

47 9. To establish a budget and make expenditures;

48 10. To borrow money;

49 11. To appoint committees, including advisory committees comprised of
50 Members, State regulators, State legislators or their representatives,
51 and consumer representatives, and such other interested persons as may
52 be designated in this Compact and the Bylaws;

53 12. To provide and receive information from, and to cooperate with,
54 law enforcement agencies;

55 13. To adopt and use an official seal; and

1 14. To perform such other functions as may be necessary or appropriate
2 to achieve the purposes of this Compact consistent with the state regu-
3 lation of psychology licensure, temporary in-person, face-to-face prac-
4 tice and telepsychology practice.

5 E. The Executive Board.

6 The elected officers shall serve as the Executive Board, which shall
7 have the power to act on behalf of the Commission according to the terms
8 of this Compact.

9 1. The Executive Board shall be comprised of six members:

10 a. Five voting members who are elected from the current membership of
11 the Commission by the Commission;

12 b. One ex-officio, nonvoting member from the recognized membership
13 organization composed of State and Provincial Psychology Regulatory
14 Authorities.

15 2. The ex-officio member must have served as staff or member on a
16 State Psychology Regulatory Authority and will be selected by its
17 respective organization.

18 3. The Commission may remove any member of the Executive Board as
19 provided in Bylaws.

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

21 5. The Executive Board shall have the following duties and responsi-
22 bilities:

23 a. Recommend to the entire Commission changes to the Rules or Bylaws,
24 changes to this Compact legislation, fees paid by Compact States such as
25 annual dues, and any other applicable fees;

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

28 c. Prepare and recommend the budget;

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

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

32 f. Establish additional committees as necessary; and

33 g. Other duties as provided in Rules or Bylaws.

34 F. Financing of the Commission.

35 1. The Commission shall pay, or provide for the payment of the reason-
36 able expenses of its establishment, organization and ongoing activities.

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

40 3. The Commission may levy on and collect an annual assessment from
41 each Compact State or impose fees on other parties to cover the cost of
42 the operations and activities of the Commission and its staff which must
43 be in a total amount sufficient to cover its annual budget as approved
44 each year for which revenue is not provided by other sources. The aggre-
45 gate annual assessment amount shall be allocated based upon a formula to
46 be determined by the Commission which shall promulgate a rule binding
47 upon all Compact States.

48 4. The Commission shall not incur obligations of any kind prior to
49 securing the funds adequate to meet the same; nor shall the Commission
50 pledge the credit of any of the Compact States, except by and with the
51 authority of the Compact State.

52 5. The Commission shall keep accurate accounts of all receipts and
53 disbursements. The receipts and disbursements of the Commission shall
54 be subject to the audit and accounting procedures established under its
55 Bylaws. However, all receipts and disbursements of funds handled by the
56 Commission shall be audited yearly by a certified or licensed public

1 accountant and the report of the audit shall be included in and become
2 part of the annual report of the Commission.

3 G. Qualified Immunity, Defense, and Indemnification.

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

15 2. The Commission shall defend any member, officer, Executive Direc-
16 tor, employee or representative of the Commission in any civil action
17 seeking to impose liability arising out of any actual or alleged act,
18 error or omission that occurred within the scope of Commission employ-
19 ment, duties or responsibilities, or that the person against whom the
20 claim is made had a reasonable basis for believing occurred within the
21 scope of Commission employment, duties or responsibilities; provided
22 that nothing herein shall be construed to prohibit that person from
23 retaining his or her own counsel; and provided further, that the actual
24 or alleged act, error or omission did not result from that person's
25 intentional or willful or wanton misconduct.

26 3. The Commission shall indemnify and hold harmless any member, offi-
27 cer, Executive Director, employee or representative of the Commission
28 for the amount of any settlement or judgment obtained against that
29 person arising out of any actual or alleged act, error or omission that
30 occurred within the scope of Commission employment, duties or responsi-
31 bilities, or that such person had a reasonable basis for believing
32 occurred within the scope of Commission employment, duties or responsi-
33 bilities, provided that the actual or alleged act, error or omission did
34 not result from the intentional or willful or wanton misconduct of that
35 person.

36 ARTICLE XI.
37 RULEMAKING

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

42 B. If a majority of the legislatures of the Compact States rejects a
43 rule, by enactment of a statute or resolution in the same manner used to
44 adopt the Compact, then such rule shall have no further force and effect
45 in any Compact State.

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

48 D. Prior to promulgation and adoption of a final rule or Rules by the
49 Commission, and at least sixty (60) days in advance of the meeting at
50 which the rule will be considered and voted upon, the Commission shall
51 file a Notice of Proposed Rulemaking:

52 1. On the website of the Commission; and

1 2. On the website of each Compact States' Psychology Regulatory
2 Authority or the publication in which each state would otherwise publish
3 proposed rules.

4 E. The Notice of Proposed Rulemaking shall include:

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

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

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

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

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

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

19 1. At least twenty-five (25) persons who submit comments independently
20 of each other;

21 2. A governmental subdivision or agency; or

22 3. A duly appointed person in an association that has having at least
23 twenty-five (25) members.

24 H. If a hearing is held on the proposed rule or amendment, the Commis-
25 sion shall publish the place, time, and date of the scheduled public
26 hearing.

27 1. All persons wishing to be heard at the hearing shall notify the
28 Executive Director of the Commission or other designated member in writ-
29 ing of their desire to appear and testify at the hearing not less than
30 five (5) business days before the scheduled date of the hearing.

31 2. Hearings shall be conducted in a manner providing each person who
32 wishes to comment a fair and reasonable opportunity to comment orally or
33 in writing.

34 3. No transcript of the hearing is required, unless a written request
35 for a transcript is made, in which case the person requesting the tran-
36 script shall bear the cost of producing the transcript. A recording may
37 be made in lieu of a transcript under the same terms and conditions as a
38 transcript. This subsection shall not preclude the Commission from
39 making a transcript or recording of the hearing if it so chooses.

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

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

46 J. The Commission shall, by majority vote of all members, take final
47 action on the proposed rule and shall determine the effective date of
48 the rule, if any, based on the rulemaking record and the full text of
49 the rule.

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

53 L. Upon determination that an emergency exists, the Commission may
54 consider and adopt an emergency rule without prior notice, opportunity
55 for comment, or hearing, provided that the usual rulemaking procedures
56 provided in the Compact and in this section shall be retroactively

1 applied to the rule as soon as reasonably possible, in no event later
 2 than ninety (90) days after the effective date of the rule. For the
 3 purposes of this provision, an emergency rule is one that must be
 4 adopted immediately in order to:

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

6 2. Prevent a loss of Commission or Compact State funds;

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

9 4. Protect public health and safety.

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

22 ARTICLE XII.

23 OVERSIGHT, DISPUTE RESOLUTION AND ENFORCEMENT

24 A. Oversight.

25 1. The Executive, Legislative and Judicial branches of state govern-
 26 ment in each Compact State shall enforce this Compact and take all
 27 actions necessary and appropriate to effectuate the Compact's purposes
 28 and intent. The provisions of this Compact and the rules promulgated
 29 hereunder shall have standing as statutory law.

30 2. All courts shall take judicial notice of the Compact and the rules
 31 in any judicial or administrative proceeding in a Compact State pertain-
 32 ing to the subject matter of this Compact which may affect the powers,
 33 responsibilities or actions of the Commission.

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

39 B. Default, Technical Assistance, and Termination.

40 1. If the Commission determines that a Compact State has defaulted in
 41 the performance of its obligations or responsibilities under this
 42 Compact or the promulgated rules, the Commission shall:

43 a. Provide written notice to the defaulting state and other Compact
 44 States of the nature of the default, the proposed means of remedying the
 45 default and/or any other action to be taken by the Commission; and

46 b. Provide remedial training and specific technical assistance regard-
 47 ing the default.

48 2. If a state in default fails to remedy the default, the defaulting
 49 state may be terminated from the Compact upon an affirmative vote of a
 50 majority of the Compact States, and all rights, privileges and benefits
 51 conferred by this Compact shall be terminated on the effective date of
 52 termination. A remedy of the default does not relieve the offending
 53 state of obligations or liabilities incurred during the period of
 54 default.

1 3. Termination of membership in the Compact shall be imposed only
2 after all other means of securing compliance have been exhausted. Notice
3 of intent to suspend or terminate shall be submitted by the Commission
4 to the Governor, the majority and minority leaders of the defaulting
5 state's legislature, and each of the Compact States.

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

10 5. The Commission shall not bear any costs incurred by the state which
11 is found to be in default or which has been terminated from the Compact,
12 unless agreed upon in writing between the Commission and the defaulting
13 state.

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

19 C. Dispute Resolution.

20 1. Upon request by a Compact State, the Commission shall attempt to
21 resolve disputes related to the Compact which arise among Compact States
22 and between Compact and Non-Compact States.

23 2. The Commission shall promulgate a rule providing for both mediation
24 and binding dispute resolution for disputes that arise before the
25 commission.

26 D. Enforcement.

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

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

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

40 ARTICLE XIII.

41 DATE OF IMPLEMENTATION OF THE PSYCHOLOGY INTERJURISDICTIONAL
42 COMPACT

43 COMMISSION AND ASSOCIATED RULES, WITHDRAWAL, AND AMENDMENTS

44 A. The Compact shall come into effect on the date on which the Compact
45 is enacted into law in the seventh Compact State. The provisions which
46 become effective at that time shall be limited to the powers granted to
47 the Commission relating to assembly and the promulgation of rules. Ther-
48 eafter, the Commission shall meet and exercise rulemaking powers neces-
49 sary to the implementation and administration of the Compact.

50 B. Any state which joins the Compact subsequent to the Commission's
51 initial adoption of the rules shall be subject to the rules as they
52 exist on the date on which the Compact becomes law in that state. Any
53 rule which has been previously adopted by the Commission shall have the

1 full force and effect of law on the day the Compact becomes law in that
2 state.

3 C. Any Compact State may withdraw from this Compact by enacting a
4 statute repealing the same.

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

7 2. Withdrawal shall not affect the continuing requirement of the with-
8 drawing State's Psychology Regulatory Authority to comply with the
9 investigative and adverse action reporting requirements of this act
10 prior to the effective date of withdrawal.

11 D. Nothing contained in this Compact shall be construed to invalidate
12 or prevent any psychology licensure agreement or other cooperative
13 arrangement between a Compact State and a Non-Compact State which does
14 not conflict with the provisions of this Compact.

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

18 ARTICLE XIV.

19 CONSTRUCTION AND SEVERABILITY

20 This Compact shall be liberally construed so as to effectuate the
21 purposes thereof. If this Compact shall be held contrary to the consti-
22 tution of any state member thereto, the Compact shall remain in full
23 force and effect as to the remaining Compact States.

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

29 PART B

30 Section 1. The public health law is amended by adding a new section
31 3035 to read as follows:

32 § 3035. Recognition of Emergency Medical Services Personnel Licensure
33 Interstate Compact. The recognition of emergency medical services
34 personnel licensure interstate compact is hereby enacted into law and
35 entered into with all jurisdictions legally joining therein in the form
36 substantially as follows:

37 RECOGNITION OF EMERGENCY MEDICAL SERVICES PERSONNEL LICENSURE

38 INTERSTATE COMPACT

39 SECTION 1.

40 PURPOSE

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

48 This Compact is designed to achieve the following objectives:

49 1. Increase public access to physical therapy services by providing
50 for the mutual recognition of other member state licenses;

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

10 SECTION 2.
11 DEFINITIONS

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

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

18 2. "Adverse Action" means disciplinary action taken by a physical
19 therapy licensing board based upon misconduct, unacceptable performance,
20 or a combination of both.

21 3. "Alternative Program" means a non-disciplinary monitoring or prac-
22 tice remediation process approved by a physical therapy licensing board.
23 This includes, but is not limited to, substance abuse issues.

24 4. "Compact privilege" means the authorization granted by a remote
25 state to allow a licensee from another member state to practice as a
26 physical therapist or work as a physical therapist assistant in the
27 remote state under its laws and rules. The practice of physical therapy
28 occurs in the member state where the patient/client is located at the
29 time of the patient/client encounter.

30 5. "Continuing competence" means a requirement, as a condition of
31 license renewal, to provide evidence of participation in, and/or
32 completion of, educational and professional activities relevant to prac-
33 tice or area of work.

34 6. "Data system" means a repository of information about licensees,
35 including examination, licensure, investigative, compact privilege, and
36 adverse action.

37 7. "Encumbered license" means a license that a physical therapy
38 licensing board has limited in any way.

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

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

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

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

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

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

1 14. "Party state" means any member state in which a licensee holds a
2 current license or compact privilege or is applying for a license or
3 compact privilege.

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

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

9 17. "Physical therapy," "physical therapy practice," and "the practice
10 of physical therapy" mean the care and services provided by or under the
11 direction and supervision of a licensed physical therapist.

12 18. "Physical Therapy Compact Commission" or "Commission" means the
13 national administrative body whose membership consists of all states
14 that have enacted the Compact.

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

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

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

23 22. "State" means any state, commonwealth, district, or territory of
24 the United States of America that regulates the practice of physical
25 therapy.

SECTION 3.

STATE PARTICIPATION IN THE COMPACT

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

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

29 2. Have a mechanism in place for receiving and investigating
30 complaints about licensees;

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

34 4. Fully implement a criminal background check requirement, within a
35 time frame established by rule, by receiving the results of the Federal
36 Bureau of Investigation record search on criminal background checks and
37 use the results in making licensure decisions in accordance with Section
38 3.B.;

39 5. Comply with the rules of the Commission;

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

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

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

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

52 D. Member states may charge a fee for granting a compact privilege.
53
54

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 no encumbrance on any state license;

3. Be eligible for a compact privilege in any member state in accordance with Section 4D, G and H;

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

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

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

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

8. 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 license. The licensee must comply with the requirements of Section 4.A. to maintain the compact privilege in the remote state.

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

D. A licensee providing physical 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 is not eligible for a compact privilege in any state until the specific time for removal has passed and all fines are paid.

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

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

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

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

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

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

2. All fines have been paid; and

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

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

SECTION 5.
ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

1 A licensee who is active duty military or is the spouse of an individ-
2 ual who is active duty military may designate one of the following as
3 the home state:

- 4 A. Home of record;
5 B. Permanent Change of Station (PCS); or
6 C. State of current residence if it is different than the PCS state or
7 home of record.

8 SECTION 6.
9 ADVERSE ACTIONS

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

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

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

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

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

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

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

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

43 F. Joint Investigations.

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

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

51 SECTION 7.
52 ESTABLISHMENT OF THE PHYSICAL THERAPY COMPACT COMMISSION.

1 A. The Compact member states hereby create and establish a joint
2 public agency known as the Physical Therapy Compact Commission:
3 1. The Commission is an instrumentality of the Compact states.
4 2. Venue is proper and judicial proceedings by or against the Commis-
5 sion shall be brought solely and exclusively in a court of competent
6 jurisdiction where the principal office of the Commission is located.
7 The Commission may waive venue and jurisdictional defenses to the extent
8 it adopts or consents to participate in alternative dispute resolution
9 proceedings.
10 3. Nothing in this Compact shall be construed to be a waiver of sover-
11 eign immunity.
12 B. Membership, Voting, and Meetings.
13 1. Each member state shall have and be limited to one (1) delegate
14 selected by that member state's licensing board.
15 2. The delegate shall be a current member of the licensing board, who
16 is a physical therapist, physical therapist assistant, public member, or
17 the board administrator.
18 3. Any delegate may be removed or suspended from office as provided by
19 the law of the state from which the delegate is appointed.
20 4. The member state board shall fill any vacancy occurring in the
21 Commission.
22 5. Each delegate shall be entitled to one (1) vote with regard to the
23 promulgation of rules and creation of bylaws and shall otherwise have an
24 opportunity to participate in the business and affairs of the Commis-
25 sion.
26 6. A delegate shall vote in person or by such other means as provided
27 in the bylaws. The bylaws may provide for delegates' participation in
28 meetings by telephone or other means of communication.
29 7. The Commission shall meet at least once during each calendar year.
30 Additional meetings shall be held as set forth in the bylaws.
31 C. The Commission shall have the following powers and duties:
32 1. Establish the fiscal year of the Commission;
33 2. Establish bylaws;
34 3. Maintain its financial records in accordance with the bylaws;
35 4. Meet and take such actions as are consistent with the provisions of
36 this Compact and the bylaws;
37 5. Promulgate uniform rules to facilitate and coordinate implementa-
38 tion and administration of this Compact. The rules shall have the force
39 and effect of law and shall be binding in all member states;
40 6. Bring and prosecute legal proceedings or actions in the name of the
41 Commission, provided that the standing of any state physical therapy
42 licensing board to sue or be sued under applicable law shall not be
43 affected;
44 7. Purchase and maintain insurance and bonds;
45 8. Borrow, accept, or contract for services of personnel, including,
46 but not limited to, employees of a member state;
47 9. Hire employees, elect or appoint officers, fix compensation, define
48 duties, grant such individuals appropriate authority to carry out the
49 purposes of the Compact, and to establish the Commission's personnel
50 policies and programs relating to conflicts of interest, qualifications
51 of personnel, and other related personnel matters;
52 10. Accept any and all appropriate donations and grants of money,
53 equipment, supplies, materials and services, and to receive, utilize and
54 dispose of the same; provided that at all times the Commission shall
55 avoid any appearance of impropriety and/or conflict of interest;

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

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

7 13. Establish a budget and make expenditures;

8 14. Borrow money;

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

13 16. Provide and receive information from, and cooperate with, law
14 enforcement agencies;

15 17. Establish and elect an Executive Board; and

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

19 D. The Executive Board.

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

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

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

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

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

29 2. The ex-officio members will be selected by their respective organ-
30 izations.

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

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

34 5. The Executive Board shall have the following Duties and responsi-
35 bilities:

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

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

42 c. Prepare and recommend the budget;

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

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

46 f. Establish additional committees as necessary; and

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

48 E. Meetings of the Commission.

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

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

55 a. Non-compliance of a member state with its obligations under the
56 Compact;

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

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

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

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

8 f. Disclosure of trade secrets or commercial or financial information
9 that is privileged or confidential;

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

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

14 i. Disclosure of information related to any investigative reports
15 prepared by or on behalf of or for use of the Commission or other
16 committee charged with responsibility of investigation or determination
17 of compliance issues pursuant to the Compact; or

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

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

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

32 F. Financing of the Commission.

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

36 2. The Commission may accept any and all appropriate revenue sources,
37 donations, and grants of money, equipment, supplies, materials, and
38 services.

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

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

51 5. The Commission shall keep accurate accounts of all receipts and
52 disbursements. The receipts and disbursements of the Commission shall
53 be subject to the audit and accounting procedures established under its
54 bylaws. However, all receipts and disbursements of funds handled by the
55 Commission shall be audited yearly by a certified or licensed public

1 accountant, and the report of the audit shall be included in and become
2 part of the annual report of the Commission.

3 G. Qualified Immunity, Defense, and Indemnification.

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

15 2. The Commission shall defend any member, officer, executive direc-
16 tor, employee or representative of the Commission in any civil action
17 seeking to impose liability arising out of any actual or alleged act,
18 error, or omission that occurred within the scope of Commission employ-
19 ment, duties, or responsibilities, or that the person against whom the
20 claim is made had a reasonable basis for believing occurred within the
21 scope of Commission employment, duties, or responsibilities; provided
22 that nothing herein shall be construed to prohibit that person from
23 retaining his or her own counsel; and provided further, that the actual
24 or alleged act, error, or omission did not result from that person's
25 intentional or willful or wanton misconduct.

26 3. The Commission shall indemnify and hold harmless any member, offi-
27 cer, executive director, employee, or representative of the Commission
28 for the amount of any settlement or judgment obtained against that
29 person arising out of any actual or alleged act, error or omission that
30 occurred within the scope of Commission employment, duties, or responsi-
31 bilities, or that such person had a reasonable basis for believing
32 occurred within the scope of Commission employment, duties, or responsi-
33 bilities, provided that the actual or alleged act, error, or omission
34 did not result from the intentional or willful or wanton misconduct of
35 that person.

36 SECTION 8.
37 DATA SYSTEM

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

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

46 1. Identifying information;

47 2. Licensure data;

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

49 4. Non-confidential information related to alternative program partic-
50 ipation;

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

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

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

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

7 E. Member states contributing information to the data system may
8 designate information that may not be shared with the public without the
9 express permission of the contributing state.

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

13 SECTION 9.
14 RULEMAKING

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

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

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

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

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

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

35 E. The Notice of Proposed Rulemaking shall include:

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

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

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

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

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

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

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

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

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

53 H. If a hearing is held on the proposed rule or amendment, the Commis-
54 sion shall publish the place, time, and date of the scheduled public

1 hearing. If the hearing is held via electronic means, the Commission
2 shall publish the mechanism for access to the electronic hearing.

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

7 2. Hearings shall be conducted in a manner providing each person who
8 wishes to comment a fair and reasonable opportunity to comment orally or
9 in writing.

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

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

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

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

21 K. The Commission shall, by majority vote of all members, take final
22 action on the proposed rule and shall determine the effective date of
23 the rule, if any, based on the rulemaking record and the full text of
24 the rule.

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

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

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

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

37 4. Protect public health and safety.

38 M. The Commission or an authorized committee of the Commission may
39 direct revisions to a previously adopted rule or amendment for purposes
40 of correcting typographical errors, errors in format, errors in consist-
41 ency, or grammatical errors. Public notice of any revisions shall be
42 posted on the website of the Commission. The revision shall be subject
43 to challenge by any person for a period of thirty (30) days after post-
44 ing. The revision may be challenged only on grounds that the revision
45 results in a material change to a rule. A challenge shall be made in
46 writing, and delivered to the chair of the Commission prior to the end
47 of the notice period. If no challenge is made, the revision will take
48 effect without further action. If the revision is challenged, the
49 revision may not take effect without the approval of the Commission.

50 SECTION 10.

51 OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

52 A. Oversight.

53 1. The executive, legislative, and judicial branches of state govern-
54 ment in each member state shall enforce this Compact and take all

1 actions necessary and appropriate to effectuate the Compact's purposes
2 and intent. The provisions of this Compact and the rules promulgated
3 hereunder shall have standing as statutory law.

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

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

13 B. Default, Technical Assistance, and Termination.

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

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

20 b. Provide remedial training and specific technical assistance regard-
21 ing the default.

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

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

33 4. A state that has been terminated is responsible for all assess-
34 ments, obligations, and liabilities incurred through the effective date
35 of termination, including obligations that extend beyond the effective
36 date of termination.

37 5. The Commission shall not bear any costs related to a state that is
38 found to be in default or that has been terminated from the Compact,
39 unless agreed upon in writing between the Commission and the defaulting
40 state.

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

46 C. Dispute Resolution.

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

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

52 D. Enforcement.

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

55 2. By majority vote, the Commission may initiate legal action in the
56 United States District Court for the District of Columbia or the federal

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

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

10 SECTION 11.

11 DATE OF IMPLEMENTATION OF THE INTERSTATE COMMISSION FOR PHYSICAL
12 THERAPY
13 PRACTICE AND ASSOCIATED RULES, WITHDRAWAL, AND AMENDMENT

14 A. The Compact shall come into effect on the date on which the Compact
15 statute is enacted into law in the tenth member state. The provisions,
16 which become effective at that time, shall be limited to the powers
17 granted to the Commission relating to assembly and the promulgation of
18 rules. Thereafter, the Commission shall meet and exercise rulemaking
19 powers necessary to the implementation and administration of the
20 Compact.

21 B. Any state that joins the Compact subsequent to the Commission's
22 initial adoption of the rules shall be subject to the rules as they
23 exist on the date on which the Compact becomes law in that state. Any
24 rule that has been previously adopted by the Commission shall have the
25 full force and effect of law on the day the Compact becomes law in that
26 state.

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

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

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

35 D. Nothing contained in this Compact shall be construed to invalidate
36 or prevent any physical therapy licensure agreement or other cooperative
37 arrangement between a member state and a non-member state that does not
38 conflict with the provisions of this Compact.

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

42 SECTION 12.

43 CONSTRUCTION AND SEVERABILITY

44 This Compact shall be liberally construed so as to effectuate the
45 purposes thereof. The provisions of this Compact shall be severable and
46 if any phrase, clause, sentence or provision of this Compact is declared
47 to be contrary to the constitution of any party state or of the United
48 States or the applicability thereof to any government, agency, person or
49 circumstance is held invalid, the validity of the remainder of this
50 Compact and the applicability thereof to any government, agency, person
51 or circumstance shall not be affected thereby. If this Compact shall be
52 held contrary to the constitution of any party state, the Compact shall

1 remain in full force and effect as to the remaining party states and in
 2 full force and effect as to the party state affected as to all severable
 3 matters.

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

9 PART C

10 Section 1. The education law is amended by adding a new section 8413
 11 to read as follows:

12 § 8413. Interstate Counseling Compact. The interstate counseling
 13 compact is hereby enacted into law and entered into with all jurisdic-
 14 tions legally joining therein in the form substantially as follows:

15 INTERSTATE COUNSELING COMPACT

16 SECTION 1.

17 PURPOSE

18 The purpose of this Compact is to facilitate interstate practice of
 19 Licensed Professional Counselors with the goal of improving public
 20 access to Professional Counseling services. The practice of Professional
 21 Counseling occurs in the State where the client is located at the time
 22 of the counseling services. The Compact preserves the regulatory author-
 23 ity of States to protect public health and safety through the current
 24 system of State licensure.

25 This Compact is designed to achieve the following objectives:

26 A. Increase public access to Professional Counseling services by
 27 providing for the mutual recognition of other Member State licenses;

28 B. Enhance the States' ability to protect the public's health and
 29 safety;

30 C. Encourage the cooperation of Member States in regulating multistate
 31 practice for Licensed Professional Counselors;

32 D. Support spouses of relocating Active Duty Military personnel;

33 E. Enhance the exchange of licensure, investigative, and disciplinary
 34 information among Member States;

35 F. Allow for the use of Telehealth technology to facilitate increased
 36 access to Professional Counseling services;

37 G. Support the uniformity of Professional Counseling licensure
 38 requirements throughout the States to promote public safety and public
 39 health benefits;

40 H. Invest all Member States with the authority to hold a Licensed
 41 Professional Counselor accountable for meeting all State practice laws
 42 in the State in which the client is located at the time care is rendered
 43 through the mutual recognition of Member State licenses;

44 I. Eliminate the necessity for licenses in multiple States; and

45 J. Provide opportunities for interstate practice by Licensed Profes-
 46 sional Counselors who meet uniform licensure requirements.

47 SECTION 2.

48 DEFINITIONS

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

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

5 B. "Adverse Action" means any administrative, civil, equitable or
6 criminal action permitted by a State's laws which is imposed by a
7 licensing board or other authority against a Licensed Professional Coun-
8 selor, including actions against an individual's license or Privilege to
9 Practice such as revocation, suspension, probation, monitoring of the
10 licensee, limitation on the licensee's practice, or any other Encum-
11 brance on licensure affecting a Licensed Professional Counselor's
12 authorization to practice, including issuance of a cease and desist
13 action.

14 C. "Alternative Program" means a non-disciplinary monitoring or prac-
15 tice remediation process approved by a Professional Counseling Licensing
16 Board to address Impaired Practitioners.

17 D. "Continuing Competence/Education" means a requirement, as a condi-
18 tion of license renewal, to provide evidence of participation in, and/or
19 completion of, educational and professional activities relevant to prac-
20 tice or area of work.

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

24 F. "Current Significant Investigative Information" means:

25 1. Investigative Information that a Licensing Board, after a prelimi-
26 nary inquiry that includes notification and an opportunity for the
27 Licensed Professional Counselor to respond, if required by State law,
28 has reason to believe is not groundless and, if proved true, would indi-
29 cate more than a minor infraction; or

30 2. Investigative Information that indicates that the Licensed Profes-
31 sional Counselor represents an immediate threat to public health and
32 safety regardless of whether the Licensed Professional Counselor has
33 been notified and had an opportunity to respond.

34 G. "Data System" means a repository of information about Licensees,
35 including, but not limited to, continuing education, examination, licen-
36 sure, investigative, Privilege to Practice and Adverse Action informa-
37 tion.

38 H. "Encumbered License" means a license in which an Adverse Action
39 restricts the practice of licensed Professional Counseling by the Licen-
40 see and said Adverse Action has been reported to the National Practi-
41 tioners Data Bank (NPDB).

42 I. "Encumbrance" means a revocation or suspension of, or any limita-
43 tion on, the full and unrestricted practice of Licensed Professional
44 Counseling by a Licensing Board.

45 J. "Executive Committee" means a group of directors elected or
46 appointed to act on behalf of, and within the powers granted to them by,
47 the Commission.

48 K. "Home State" means the Member State that is the Licensee's primary
49 State of residence.

50 L. "Impaired Practitioner" means an individual who has a condition(s)
51 that may impair their ability to practice as a Licensed Professional
52 Counselor without some type of intervention and may include, but are not
53 limited to, alcohol and drug dependence, mental health impairment, and
54 neurological or physical impairments.

1 M. "Investigative Information" means information, records, and docu-
2 ments received or generated by a Professional Counseling Licensing Board
3 pursuant to an investigation.

4 N. "Jurisprudence Requirement" if required by a Member State, means
5 the assessment of an individual's knowledge of the laws and Rules
6 governing the practice of Professional Counseling in a State.

7 O. "Licensed Professional Counselor" means a counselor licensed by a
8 Member State, regardless of the title used by that State, to independ-
9 ently assess, diagnose, and treat behavioral health conditions.

10 P. "Licensee" means an individual who currently holds an authorization
11 from the State to practice as a Licensed Professional Counselor.

12 Q. "Licensing Board" means the agency of a State, or equivalent, that
13 is responsible for the licensing and regulation of Licensed Professional
14 Counselors.

15 R. "Member State" means a State that has enacted the Compact.

16 S. "Privilege to Practice" means a legal authorization, which is
17 equivalent to a license, permitting the practice of Professional Coun-
18 seling in a Remote State.

19 T. "Professional Counseling" means the assessment, diagnosis, and
20 treatment of behavioral health conditions by a Licensed Professional
21 Counselor.

22 U. "Remote State" means a Member State other than the Home State,
23 where a Licensee is exercising or seeking to exercise the Privilege to
24 Practice.

25 V. "Rule" means a regulation promulgated by the Commission that has
26 the force of law.

27 W. "Single State License" means a Licensed Professional Counselor
28 license issued by a Member State that authorizes practice only within
29 the issuing State and does not include a Privilege to Practice in any
30 other Member State.

31 X. "State" means any state, commonwealth, district, or territory of
32 the United States of America that regulates the practice of Professional
33 Counseling.

34 Y. "Telehealth" means the application of telecommunication technology
35 to deliver Professional Counseling services remotely to assess, diag-
36 nose, and treat behavioral health conditions.

37 Z. "Unencumbered License" means a license that authorizes a Licensed
38 Professional Counselor to engage in the full and unrestricted practice
39 of Professional Counseling.

40 SECTION 3.

41 STATE PARTICIPATION IN THE COMPACT

42 A. To Participate in the Compact, a State must currently:

43 1. License and regulate Licensed Professional Counselors;

44 2. Require Licensees to pass a nationally recognized exam approved by
45 the Commission;

46 3. Require Licensees to have a 60 semester-hour (or 90 quarter-hour)
47 master's degree in counseling or 60 semester-hours (or 90 quarter-hours)
48 of graduate course work including the following topic areas:

49 a. Professional Counseling Orientation and Ethical Practice;

50 b. Social and Cultural Diversity;

51 c. Human Growth and Development;

52 d. Career Development;

53 e. Counseling and Helping Relationships;

54 f. Group Counseling and Group Work;

- 1 g. Diagnosis and Treatment; Assessment and Testing;
- 2 h. Research and Program Evaluation; and
- 3 i. Other areas as determined by the Commission.

4 4. Require Licensees to complete a supervised postgraduate profes-
 5 sional experience as defined by the Commission;

6 5. Have a mechanism in place for receiving and investigating
 7 complaints about Licensees.

8 B. A Member State shall:

9 1. Participate fully in the Commission's Data System, including using
 10 the Commission's unique identifier as defined in Rules;

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

14 3. Implement or utilize procedures for considering the criminal histo-
 15 ry records of applicants for an initial Privilege to Practice. These
 16 procedures shall include the submission of fingerprints or other biome-
 17 tric-based information by applicants for the purpose of obtaining an
 18 applicant's criminal history record information from the Federal Bureau
 19 of Investigation and the agency responsible for retaining that State's
 20 criminal records;

21 a. A member state must fully implement a criminal background check
 22 requirement, within a time frame established by rule, by receiving the
 23 results of the Federal Bureau of Investigation record search and shall
 24 use the results in making licensure decisions.

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

30 4. Comply with the Rules of the Commission;

31 5. Require an applicant to obtain or retain a license in the Home
 32 State and meet the Home State's qualifications for licensure or renewal
 33 of licensure, as well as all other applicable State laws;

34 6. Grant the Privilege to Practice to a Licensee holding a valid Unen-
 35 cumbered License in another Member State in accordance with the terms of
 36 the Compact and Rules; and

37 7. Provide for the attendance of the State's commissioner to the Coun-
 38 seling Compact Commission meetings.

39 C. Member States may charge a fee for granting the Privilege to Prac-
 40 tice.

41 D. Individuals not residing in a Member State shall continue to be
 42 able to apply for a Member State's Single State License as provided
 43 under the laws of each Member State. However, the Single State License
 44 granted to these individuals shall not be recognized as granting a Priv-
 45 ilege to Practice Professional Counseling in any other Member State.

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

48 F. A license issued to a Licensed Professional Counselor by a Home
 49 State to a resident in that State shall be recognized by each Member
 50 State as authorizing a Licensed Professional Counselor to practice
 51 Professional Counseling, under a Privilege to Practice, in each Member
 52 State.

53 SECTION 4.
 54 PRIVILEGE TO PRACTICE

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

3 1. Hold a license in the Home State;

4 2. Have a valid United States Social Security Number or National Prac-
5 titioner Identifier;

6 3. Be eligible for a Privilege to Practice in any Member State in
7 accordance with Section 4(D), (G) and (H);

8 4. Have not had any Encumbrance or restriction against any license or
9 Privilege to Practice within the previous two (2) years;

10 5. Notify the Commission that the Licensee is seeking the Privilege to
11 Practice within a Remote State(s);

12 6. Pay any applicable fees, including any State fee, for the Privilege
13 to Practice;

14 7. Meet any Continuing Competence/Education requirements established
15 by the Home State;

16 8. Meet any Jurisprudence Requirements established by the Remote
17 State(s) in which the Licensee is seeking a Privilege to Practice; and

18 9. Report to the Commission any Adverse Action, Encumbrance, or
19 restriction on license taken by any non-Member State within 30 days from
20 the date the action is taken.

21 B. The Privilege to Practice is valid until the expiration date of the
22 Home State license. The Licensee must comply with the requirements of
23 Section 4(A) to maintain the Privilege to Practice in the Remote State.

24 C. A Licensee providing Professional Counseling in a Remote State
25 under the Privilege to Practice shall adhere to the laws and regulations
26 of the Remote State.

27 D. A Licensee providing Professional Counseling services in a Remote
28 State is subject to that State's regulatory authority. A Remote State
29 may, in accordance with due process and that State's laws, remove a
30 Licensee's Privilege to Practice in the Remote State for a specific
31 period of time, impose fines, and/or take any other necessary actions to
32 protect the health and safety of its citizens. The Licensee may be inel-
33 igible for a Privilege to Practice in any Member State until the specif-
34 ic time for removal has passed and all fines are paid.

35 E. If a Home State license is encumbered, the Licensee shall lose the
36 Privilege to Practice in any Remote State until the following occur:

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

38 2. Have not had any Encumbrance or restriction against any license or
39 Privilege to Practice within the previous two (2) years.

40 F. Once an Encumbered License in the Home State is restored to good
41 standing, the Licensee must meet the requirements of Section 4(A) to
42 obtain a Privilege to Practice in any Remote State.

43 G. If a Licensee's Privilege to Practice in any Remote State is
44 removed, the individual may lose the Privilege to Practice in all other
45 Remote States until the following occur:

46 1. The specific period of time for which the Privilege to Practice was
47 removed has ended;

48 2. All fines have been paid; and

49 3. Have not had any Encumbrance or restriction against any license or
50 Privilege to Practice within the previous two (2) years.

51 H. Once the requirements of Section 4(G) have been met, the Licensee
52 must meet the requirements in Section 4(A) to obtain a Privilege to
53 Practice in a Remote State.

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

3 SECTION 7.

4 COMPACT PRIVILEGE TO PRACTICE TELEHEALTH

5 A. Member States shall recognize the right of a Licensed Professional
6 Counselor, licensed by a Home State in accordance with Section 3 and
7 under Rules promulgated by the Commission, to practice Professional
8 Counseling in any Member State via Telehealth under a Privilege to Prac-
9 tice as provided in the Compact and Rules promulgated by the Commission.

10 B. A Licensee providing Professional Counseling services in a Remote
11 State under the Privilege to Practice shall adhere to the laws and regu-
12 lations of the Remote State.

13 SECTION 8.

14 ADVERSE ACTIONS

15 A. In addition to the other powers conferred by State law, a Remote
16 State shall have the authority, in accordance with existing State due
17 process law, to:

18 1. Take Adverse Action against a Licensed Professional Counselor's
19 Privilege to Practice within that Member State; and

20 2. Issue subpoenas for both hearings and investigations that require
21 the attendance and testimony of witnesses as well as the production of
22 evidence. Subpoenas issued by a Licensing Board in a Member State for
23 the attendance and testimony of witnesses or the production of evidence
24 from another Member State shall be enforced in the latter State by any
25 court of competent jurisdiction, according to the practice and procedure
26 of 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 3. Only the Home State shall have the power to take Adverse Action
31 against a Licensed Professional Counselor's license issued by the Home
32 State.

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

38 C. The Home State shall complete any pending investigations of a
39 Licensed Professional Counselor who changes primary State of residence
40 during the course of the investigations. The Home State shall also have
41 the authority to take appropriate action(s) and shall promptly report
42 the conclusions of the investigations to the administrator of the Data
43 System. The administrator of the coordinated licensure information
44 system shall promptly notify the new Home State of any Adverse Actions.

45 D. A Member State, if otherwise permitted by State law, may recover
46 from the affected Licensed Professional Counselor the costs of investi-
47 gations and dispositions of cases resulting from any Adverse Action
48 taken against that Licensed Professional Counselor.

49 E. A Member State may take Adverse Action based on the factual find-
50 ings of the Remote State, provided that the Member State follows its own
51 procedures for taking the Adverse Action.

52 F. Joint Investigations:

1 1. In addition to the authority granted to a Member State by its
2 respective Professional Counseling practice act or other applicable
3 State law, any Member State may participate with other Member States in
4 joint investigations of Licensees.

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

8 G. If Adverse Action is taken by the Home State against the license of
9 a Licensed Professional Counselor, the Licensed Professional Counselor's
10 Privilege to Practice in all other Member States shall be deactivated
11 until all Encumbrances have been removed from the State license. All
12 Home State disciplinary orders that impose Adverse Action against the
13 license of a Licensed Professional Counselor shall include a Statement
14 that the Licensed Professional Counselor's Privilege to Practice is
15 deactivated in all Member States during the pendency of the order.

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

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

23 SECTION 9.

24 ESTABLISHMENT OF COUNSELING COMPACT COMMISSION

25 A. The Compact Member States hereby create and establish a joint
26 public agency known as the Counseling Compact Commission:

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

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

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

36 B. Membership, Voting, and Meetings

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

39 2. The delegate shall be either:

40 a. A current member of the Licensing Board at the time of appointment,
41 who is a Licensed Professional Counselor or public member; or

42 b. An administrator of the Licensing Board.

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

45 4. The Member State Licensing Board shall fill any vacancy occurring
46 on the Commission within 60 days.

47 5. Each delegate shall be entitled to one (1) vote with regard to the
48 promulgation of Rules and creation of bylaws and shall otherwise have an
49 opportunity to participate in the business and affairs of the Commis-
50 sion.

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

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

3 8. The Commission shall by Rule establish a term of office for deleg-
4 ates and may by Rule establish term limits.

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

6 1. Establish the fiscal year of the Commission;

7 2. Establish bylaws;

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

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

11 5. Promulgate Rules which shall be binding to the extent and in the
12 manner provided for in the Compact;

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

16 7. Purchase and maintain insurance and bonds;

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

19 9. Hire employees, elect or appoint officers, fix compensation, define
20 duties, grant such individuals appropriate authority to carry out the
21 purposes of the Compact, and establish the Commission's personnel poli-
22 cies and programs relating to conflicts of interest, qualifications of
23 personnel, and other related personnel matters;

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

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

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

34 13. Establish a budget and make expenditures;

35 14. Borrow money;

36 15. Appoint committees, including standing committees composed of
37 members, State regulators, State legislators or their representatives,
38 and consumer representatives, and such other interested persons as may
39 be designated in this Compact and the bylaws;

40 16. Provide and receive information from, and cooperate with, law
41 enforcement agencies;

42 17. Establish and elect an Executive Committee; and

43 18. Perform such other functions as may be necessary or appropriate to
44 achieve the purposes of this Compact consistent with the State regu-
45 lation of Professional Counseling licensure and practice.

46 D. The Executive Committee.

47 1. The Executive Committee shall have the power to act on behalf of
48 the Commission according to the terms of this Compact.

49 2. The Executive Committee shall be composed of up to eleven (11)
50 members:

51 a. Seven voting members who are elected by the Commission from the
52 current membership of the Commission; and

53 b. Up to four (4) ex-officio, nonvoting members from four (4) recog-
54 nized national professional counselor organizations.

55 c. The ex-officio members will be selected by their respective organ-
56 izations.

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

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

4 5. The Executive Committee shall have the following duties and respon-
5 sibilities:

6 a. Recommend to the entire Commission changes to the Rules or bylaws,
7 changes to this Compact legislation, fees paid by Compact Member States
8 such as annual dues, and any Commission Compact fee charged to Licensees
9 for the Privilege to Practice;

10 b. Ensure Compact administration services are appropriately provided,
11 contractual or otherwise;

12 c. Prepare and recommend the budget;

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

14 e. Monitor Compact compliance of Member States and provide compliance
15 reports to the Commission;

16 f. Establish additional committees as necessary; and

17 g. Other duties as provided in Rules or bylaws.

18 E. Meetings of the Commission.

19 1. All meetings shall be open to the public, and public notice of
20 meetings shall be given in the same manner as required under the Rule-
21 making provisions in Section 11.

22 2. The Commission or the Executive Committee or other committees of
23 the Commission may convene in a closed, non-public meeting if the
24 Commission or Executive Committee or other committees of the Commission
25 must discuss:

26 a. Non-compliance of a Member State with its obligations under the
27 Compact;

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

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

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

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

35 f. Disclosure of trade secrets or commercial or financial information
36 that is privileged or confidential;

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

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

41 i. Disclosure of information related to any investigative reports
42 prepared by or on behalf of or for use of the Commission or other
43 committee charged with responsibility of investigation or determination
44 of compliance issues pursuant to the Compact; or

45 j. Matters specifically exempted from disclosure by federal or Member
46 State statute.

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

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

1 subject to release by a majority vote of the Commission or order of a
2 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 sources,
8 donations, and grants of money, equipment, supplies, materials, and
9 services.

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

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

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

29 G. Qualified Immunity, Defense, and Indemnification.

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

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

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

1 bilities, or that such person had a reasonable basis for believing
2 occurred within the scope of Commission employment, duties, or responsi-
3 bilities, provided that the actual or alleged act, error, or omission
4 did not result from the intentional or willful or wanton misconduct of
5 that person.

6 SECTION 10.
7 DATA SYSTEM

8 A. The Commission shall provide for the development, maintenance,
9 operation, and utilization of a coordinated database and reporting
10 system containing licensure, Adverse Action, and Investigative Informa-
11 tion on all licensed individuals in Member States.

12 B. Notwithstanding any other provision of State law to the contrary, a
13 Member State shall submit a uniform data set to the Data System on all
14 individuals to whom this Compact is applicable as required by the Rules
15 of the Commission, including:

16 1. Identifying information;

17 2. Licensure data;

18 3. Adverse Actions against a license or Privilege to Practice;

19 4. Non-confidential information related to Alternative Program partic-
20 ipation;

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

23 6. Current Significant Investigative Information; and

24 7. Other information that may facilitate the administration of this
25 Compact, as determined by the Rules of the Commission.

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

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

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

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

38 SECTION 11.
39 RULEMAKING

40 A. The Commission shall promulgate reasonable Rules in order to effec-
41 tively and efficiently achieve the purpose of the Compact. Notwithstand-
42 ing the foregoing, in the event the Commission exercises its Rulemaking
43 authority in a manner that is beyond the scope of the purposes of the
44 Compact, or the powers granted hereunder, then such an action by the
45 Commission shall be invalid and have no force or effect.

46 B. The Commission shall exercise its Rulemaking powers pursuant to the
47 criteria set forth in this Section and the Rules adopted thereunder.
48 Rules and amendments shall become binding as of the date specified in
49 each Rule or amendment.

50 C. If a majority of the legislatures of the Member States rejects a
51 Rule, by enactment of a statute or resolution in the same manner used to
52 adopt the Compact within four (4) years of the date of adoption of the

1 Rule, then such Rule shall have no further force and effect in any
2 Member State.

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

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

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

11 2. On the website of each Member State Professional Counseling Licens-
12 ing Board or other publicly accessible platform or the publication in
13 which each State would otherwise publish proposed Rules.

14 F. The Notice of Proposed Rulemaking shall include:

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

17 2. The text of the proposed Rule or amendment and the reason for the
18 proposed Rule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

54 L. The Commission shall, by majority vote of all members, take final
55 action on the proposed Rule and shall determine the effective date of

1 the Rule, if any, based on the Rulemaking record and the full text of
2 the Rule.

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

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

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

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

15 4. Protect public health and safety.

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

28 SECTION 12.

29 OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

30 A. Oversight.

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

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

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

45 B. Default, Technical Assistance, and Termination.

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

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

52 b. Provide remedial training and specific technical assistance regard-
53 ing the default.

1 C. If a State in default fails to cure the default, the defaulting
2 State may be terminated from the Compact upon an affirmative vote of a
3 majority of the Member States, and all rights, privileges and benefits
4 conferred by this Compact may be terminated on the effective date of
5 termination. A cure of the default does not relieve the offending State
6 of obligations or liabilities incurred during the period of default.

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

12 E. A State that has been terminated is responsible for all assess-
13 ments, obligations, and liabilities incurred through the effective date
14 of termination, including obligations that extend beyond the effective
15 date of termination.

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

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

25 H. Dispute Resolution.

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

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

31 I. Enforcement.

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

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

42 3. The remedies herein shall not be the exclusive remedies of the
43 Commission. The Commission may pursue any other remedies available under
44 federal or State law.

45 SECTION 13.

46 DATE OF IMPLEMENTATION OF THE COUNSELING COMPACT COMMISSION AND
47 ASSOCIATED RULES, WITHDRAWAL, AND AMENDMENT

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

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

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

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

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

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

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

22 SECTION 14.

23 CONSTRUCTION AND SEVERABILITY

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

36 SECTION 15.

37 BINDING EFFECT OF COMPACT AND OTHER LAWS

38 A. A Licensee providing Professional Counseling services in a Remote
39 State under the Privilege to Practice shall adhere to the laws and regu-
40 lations, including scope of practice, of the Remote State.

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

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

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

48 E. All permissible agreements between the Commission and the Member
49 States are binding in accordance with their terms.

50 F. In the event any provision of the Compact exceeds the constitu-
51 tional limits imposed on the legislature of any Member State, the

1 provision shall be ineffective to the extent of the conflict with the
2 constitutional provision in question in that Member State.

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

8 § 2. Severability clause. If any clause, sentence, paragraph, subdivi-
9 sion, section or part of this act shall be adjudged by any court of
10 competent jurisdiction to be invalid, such judgment shall not affect,
11 impair, or invalidate the remainder thereof, but shall be confined in
12 its operation to the clause, sentence, paragraph, subdivision, section
13 or part thereof directly involved in the controversy in which such judg-
14 ment shall have been rendered. It is hereby declared to be the intent of
15 the legislature that this act would have been enacted even if such
16 invalid provisions had not been included herein.

17 § 3. This act shall take effect immediately; provided, however, that
18 the applicable effective date of Parts A through C of this act shall be
19 as specifically set forth in the last section of such Parts.