

# STATE OF NEW YORK

6883

2023-2024 Regular Sessions

## IN SENATE

May 12, 2023

Introduced by Sen. ORTT -- read twice and ordered printed, and when printed to be committed 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.

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ARTICLE I.PURPOSE

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2  
3 Whereas, states license psychologists, in order to protect the public  
4 through verification of education, training and experience and ensure  
5 accountability for professional practice; and

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

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

15 Whereas, this Compact is intended to authorize State Psychology Regu-  
16 latory Authorities to afford legal recognition, in a manner consistent  
17 with the terms of the Compact, to psychologists licensed in another  
18 state;

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

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

25 Whereas, this Compact does not apply to permanent in-person, face-to-  
26 face practice, it does allow for authorization of temporary psycholog-  
27 ical practice.

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

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

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

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

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

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

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

ARTICLE II.DEFINITIONS

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47  
48 A. "Adverse Action" means: Any action taken by a State Psychology  
49 Regulatory Authority which finds a violation of a statute or regulation  
50 that is identified by the State Psychology Regulatory Authority as  
51 discipline and is a matter of public record.

52 B. "Association of State and Provincial Psychology Boards (ASPPB)"  
53 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.

3  
4 C. "Authority to Practice Interjurisdictional Telepsychology" means: a licensed psychologist's authority to practice telepsychology, within the  
5 limits authorized under this Compact, in another Compact State.

6  
7 D. "Bylaws" means: those Bylaws established by the Psychology Interjurisdictional Compact Commission pursuant to Article X for its govern-  
8 ance, or for directing and controlling its actions and conduct.

9  
10 E. "Client/Patient" means: the recipient of psychological services, whether psychological services are delivered in the context of health-  
11 care, corporate, supervision, and/or consulting services.

12  
13 F. "Commissioner" means: the voting representative appointed by each  
14 State Psychology Regulatory Authority pursuant to Article X.

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

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

25 I. "Confidentiality" means: the principle that data or information is  
26 not made available or disclosed to unauthorized persons and/or pro-  
27 cesses.

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

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

34 L. "E.Passport" means: a certificate issued by the Association of  
35 State and Provincial Psychology Boards (ASPPB) that promotes the stand-  
36 ardization in the criteria of interjurisdictional telepsychology prac-  
37 tice and facilitates the process for licensed psychologists to provide  
38 telepsychological services across state lines.

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

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

55 P. "In-Person, Face-to-Face" means: interactions in which the psychol-  
56 ogist 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.

### 26 SECTION 3.

#### 27 STATE PARTICIPATION IN THE COMPACT

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

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

31 2. Have a mechanism in place for receiving and investigating  
32 complaints about licensees;

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

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

41 5. Comply with the rules of the Commission;

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

44 7. Have continuing competence requirements as a condition for license  
45 renewal.

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

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

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

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.

SECTION 5.  
OBTAINING A NEW HOME STATE LICENSE BASED ON A PRIVILEGE TO  
PRACTICE

A. A Licensed Professional Counselor may hold a Home State license, which allows for a Privilege to Practice in other Member States, in only one Member State at a time.

B. If a Licensed Professional Counselor changes primary State of residence by moving between two Member States:

1. The Licensed Professional Counselor shall file an application for obtaining a new Home State license based on a Privilege to Practice, pay all applicable fees, and notify the current and new Home State in accordance with applicable Rules adopted by the Commission.

2. Upon receipt of an application for obtaining a new Home State license by virtue of a Privilege to Practice, the new Home State shall verify that the Licensed Professional Counselor meets the pertinent criteria outlined in Section 4 via the Data System, without need for primary source verification except for:

a. a Federal Bureau of Investigation fingerprint based criminal background check if not previously performed or updated pursuant to applicable rules adopted by the Commission in accordance with Public Law 92-544;

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

c. completion of any requisite Jurisprudence Requirements of the new Home State.

3. The former Home State shall convert the former Home State license into a Privilege to Practice once the new Home State has activated the new Home State license in accordance with applicable Rules adopted by the Commission.

4. Notwithstanding any other provision of this Compact, if the Licensed Professional Counselor cannot meet the criteria in Section 4, the new Home State may apply its requirements for issuing a new Single State License.

5. The Licensed Professional Counselor shall pay all applicable fees to the new Home State in order to be issued a new Home State license.

C. If a Licensed Professional Counselor changes Primary State of Residence by moving from a Member State to a non-Member State, or from a non-Member State to a Member State, the State criteria shall apply for issuance of a Single State License in the new State.

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

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

SECTION 6.  
ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

Active Duty Military personnel, or their spouse, shall designate a Home State where the individual has a current license in good standing. The individual may retain the Home State designation during the period the service member is on active duty. Subsequent to designating a Home State, the individual shall only change their Home State through appli-

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.