

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2002 Session of
2025

INTRODUCED BY GUZMAN, HILL-EVANS, MAYES, BURGOS, DONAHUE,
SANCHEZ, CEPEDA-FREYTIZ, RIVERA, STEELE, NEILSON AND HADDOCK,
OCTOBER 29, 2025

REFERRED TO COMMITTEE ON PROFESSIONAL LICENSURE,
OCTOBER 29, 2025

AN ACT

1 Authorizing the Commonwealth of Pennsylvania to join the
2 Interstate Compact for School Psychologists; providing for
3 form of compact; and imposing additional powers and duties on
4 the Governor, the Secretary of the Commonwealth and the
5 Compact.

6 The General Assembly of the Commonwealth of Pennsylvania
7 hereby enacts as follows:

8 Section 1. Short title.

9 This act shall be known and may be cited as the Interstate
10 Compact for School Psychologists Act.

11 Section 2. Authority to execute compact.

12 The Governor of Pennsylvania, on behalf of this State, is
13 hereby authorized to execute a compact in substantially the
14 following form with any one or more of the states of the United
15 States and the General Assembly hereby signifies in advance its
16 approval and ratification of such compact:

17 INTERSTATE COMPACT FOR SCHOOL PSYCHOLOGISTS

18 SECTION 1. PURPOSE

1 The purpose of this Compact is to facilitate the interstate
2 practice of School Psychology in educational or school settings,
3 and in so doing to improve the availability of School
4 Psychological Services to the public. This Compact is intended
5 to establish a pathway to allow School Psychologists to obtain
6 equivalent licenses to provide School Psychological Services in
7 any Member State. In this way, this Compact shall enable the
8 Member States to ensure that safe and effective School
9 Psychological Services are available and delivered by
10 appropriately qualified professionals in their educational
11 settings. To facilitate the objectives described above, this
12 Compact:

13 A. Enables School Psychologists who qualify for receipt of an
14 Equivalent License to practice in other Member States without
15 first satisfying burdensome and duplicative requirements;

16 B. Promotes the mobility of School Psychologists between and
17 among the Member States in order to address workforce shortages
18 and to ensure that safe and reliable School Psychological
19 Services are available in each Member State;

20 C. Enhances the public accessibility of School Psychological
21 Services by increasing the availability of qualified, licensed
22 School Psychologists through the establishment of an efficient
23 and streamlined pathway for Licensees to practice in other
24 Member States;

25 D. Preserves and respects the authority of each Member State
26 to protect the health and safety of its residents by ensuring
27 that only qualified, licensed professionals are authorized to
28 provide School Psychological Services within that State;

29 E. Requires School Psychologists practicing within a Member
30 State to comply with the Scope of Practice laws present in the

1 State where the School Psychological Services are being
2 provided;

3 F. Promotes cooperation between the Member States in
4 regulating the practice of School Psychology within those
5 States; and

6 G. Facilitates the relocation of military members and their
7 spouses who are licensed to provide School Psychological
8 Services.

9 SECTION 2. DEFINITIONS

10 A. "Active Military Member" means any person with full-time
11 duty status in the armed forces of the United States, including
12 members of the National Guard and Reserve.

13 B. "Adverse Action" means disciplinary action or encumbrance
14 imposed on a License by a State Licensing Authority.

15 C. "Alternative Program" means a non-disciplinary,
16 prosecutorial diversion, monitoring, or practice remediation
17 process entered into in lieu of an Adverse Action which is
18 applicable to a School Psychologist and approved by the State
19 Licensing Authority of a Member State in which the participating
20 School Psychologist is licensed. This includes, but is not
21 limited to, programs to which Licensees with substance abuse or
22 addiction issues may be referred in lieu of an Adverse Action.

23 D. "Commissioner" means the individual appointed by a Member
24 State to serve as the representative to the Commission for that
25 Member State.

26 E. "Compact" means this School Psychologist Interstate
27 Licensure Compact.

28 F. "Continuing Professional Education" means a requirement,
29 imposed by a Member State as a condition of License renewal to
30 provide evidence of successful participation in professional

educational activities relevant to the provision of School Psychological Services.

G. "Criminal Background Check" means the submission of fingerprints or other biometric- information for a License applicant for the purpose of obtaining that applicant's criminal history record information, as defined in 28 C.F.R. § 20.3(d), and the State's criminal history record repository as defined in 28 C.F.R. § 20.3(f).

H. "Doctoral Level Degree" means a graduate degree program that consists of at least 90 graduate semester hours in the field of School Psychology including a supervised internship.

I. "Encumbered License" means a License that a State Licensing Authority has limited in any way other than through an Alternative Program, including temporary or provisional licenses.

J. "Executive Committee" means the Commission's Chair, Vice Chair, Secretary and Treasurer and any other Commissioners as may be determined by Commission Rule or bylaw.

K. "Equivalent License" means a license to practice School Psychology which a Member State has identified as a license which may be provided to School Psychologists from other Member States pursuant to this Compact.

L. "Home State" means the Member State that issued the Home State License to the Licensee and is the Licensee's primary state of practice.

M. "Home State License" means the License that is not an Encumbered License issued by the Home State to provide School Psychological Services.

N. "License" means a current license, certification, or other authorization granted by a Member State's Licensing Authority

1 that permits an individual to provide School Psychological
2 Services.

3 O. "Licensee" means an individual who holds a License from a
4 Member State to provide School Psychological Services.

5 P. "Member State" means a State that has enacted the Compact
6 and been admitted to the Commission in accordance with the
7 provisions herein and Commission Rules.

8 Q. "Model Compact" means the model language for the School
9 Psychologist Interstate Licensure Compact on file with the
10 Council of State Governments or other entity as designated by
11 the Commission.

12 R. "Practice of School Psychology" means the delivery School
13 Psychological Services.

14 S. "Qualifying National Exam" means a national licensing
15 examination endorsed by the National Association of School
16 Psychologists and any other exam as approved by the Rules of the
17 Commission.

18 T. "Qualifying School Psychologist Education Program" means
19 an education program which awards a Specialist-Level or
20 Doctoral-Level degree or equivalent upon completion and is
21 approved by the Rules of the Commission as meeting the necessary
22 minimum educational standards to ensure that its graduates are
23 ready, qualified, and able to engage in the Practice of School
24 Psychology.

25 U. "Remote State" means a Member State other than the Home
26 State where a Licensee holds a License through the Compact

27 V. "Rule" means a regulation promulgated by an entity,
28 including but not limited to the

29 Commission and the State Licensing Authority of each Member
30 State, that has the force of law.

1 W. "School Psychological Services" means academic, mental and
2 behavioral health services including assessment, prevention,
3 consultation and collaboration, intervention, and evaluation
4 provided by a School Psychologist in a school, as outlined in
5 applicable professional standards as determined by Commission
6 Rule.

7 X. "School Psychologist" means an individual who has met the
8 requirements to obtain a Home State License that legally conveys
9 the professional title of School Psychologist, or its equivalent
10 as determined by the Rules of the Commission.

11 Y. "School Psychologist Interstate Licensure Compact
12 Commission" or "Commission" means the joint government agency
13 established by this Compact whose membership consists of
14 representatives from each Member State that has enacted the
15 Compact, and as further described in Section 7.

16 Z. "Scope of Practice" means the procedures, actions, and
17 processes a School Psychologist licensed in a State is permitted
18 to undertake in that State and the circumstances under which
19 that Licensee is permitted to undertake those procedures,
20 actions, and processes. Such procedures, actions, and processes,
21 and the circumstances under which they may be undertaken, may be
22 established through means including, but not limited to,
23 statute, regulations, case law, and other processes available to
24 the State Licensing Authority or other government agency.

25 AA. "Specialist-Level Degree" means a degree program that
26 requires at least 60 graduate semester hours or equivalent in
27 the field of School Psychology including a supervised
28 internship.

29 BB. "State" means any state, commonwealth, district, or
30 territory of the United States of America.

CC. "State Licensing Authority" means a Member State's regulatory body responsible for issuing Licenses or otherwise overseeing the Practice of School Psychology.

DD. "State Specific Requirement" means a requirement for licensure covered in coursework or examination that includes content of unique interest to the State.

EE. "Unencumbered License" means a License that authorizes a Licensee to engage in the full and unrestricted Practice of School Psychology.

SECTION 3. STATE PARTICIPATION IN THE COMPACT

A. To be eligible to join this Compact, and to maintain eligibility as a Member State, a State must:

1. Enact a compact statute that is not materially different from the Model Compact as defined in the Commission's Rules;

2. Participate in the sharing of information with other Member States as reasonably necessary to accomplish the objectives of this Compact, and as further defined in Section 8;

3. Identify and maintain with the Commission a list of Equivalent Licenses available to Licensees who hold a Home State License under this Compact;

4. Have a mechanism in place for receiving and investigating complaints about Licensees;

5. Notify the Commission, in compliance with the terms of the Compact and the Commission's Rules, of any Adverse Action taken against a Licensee, or of the availability of investigative information which relates to a Licensee or applicant for licensure;

6. Require that applicants for a Home State License have;

a. Taken and passed a Qualifying National Exam as defined by the Rules of the Commission;

1 b. Completed a minimum of 1200 hours of supervised
2 internship, of which at least 600 must have been completed in a
3 School, prior to being approved for licensure;

4 c. Graduated from a Qualifying School Psychologist Education
5 Program;

6 7. Comply with the terms of this Compact and the Rules of the
7 Commission.

8 B. Each Member State shall grant an Equivalent License to
9 practice School Psychology in that state upon application by a
10 Licensee who satisfies the criteria of Section 4.A. Each Member
11 State shall grant renewal of the Equivalent License to a
12 Licensee who satisfies the criteria of Section 4.B.

13 C. Member States may set and collect a fee for granting an
14 Equivalent License.

15 SECTION 4. SCHOOL PSYCHOLOGIST PARTICIPATION IN THE COMPACT

16 1. To obtain and maintain an Equivalent License from a Remote
17 State under this Compact, a Licensee must:

18 a. Hold and maintain an active Home State License;

19 b. Satisfy any applicable State Specific Requirements
20 established by the Member State after an Equivalent License is
21 granted;

22 c. Complete any administrative or application requirements
23 which the Commission may establish by Rule, and pay any
24 associated fees; and

25 d. Complete any requirements for renewal in the Home State,
26 including applicable Continuing Professional Education
27 requirements.

28 e. Upon their application to receive a license under this
29 Compact, undergo a criminal background check in the Member State
30 in which the Equivalent License is sought in accordance with the

1 laws and regulations of such Member State.

2 2. To renew an Equivalent License in a Member State other
3 than the Home State, a Licensee must only apply for renewal,
4 complete a background check, and pay renewal fees as determined
5 by the Licensing Authority.

6 SECTION 5. ACTIVE MILITARY MEMBERS OR THEIR SPOUSES

7 A Licensee who is an Active Military Member or is the spouse
8 of an Active Military Member shall be deemed to hold a Home
9 State License in any of the following locations:

10 A. The Licensee's permanent residence;

11 B. A Member State that is the Licensee's primary State of
12 Practice

13 C. A Member State where the Licensee has relocated pursuant
14 to a Permanent Change of Station (PCS).

15 SECTION 6. DISCIPLINE/ADVERSE ACTIONS

16 A. Nothing in this Compact shall be deemed or construed to
17 limit the authority of a Member State to investigate or impose
18 disciplinary measures on Licensees according to the State
19 Practice Laws thereof.

20 B. Member States shall be authorized to receive, and shall
21 provide, files and information regarding the investigation and
22 discipline, if any, of Licensees in other Member States upon
23 request. Any Member State receiving such information or files
24 shall protect and maintain the security and confidentiality
25 thereof, in at least the same manner that it maintains its own
26 investigatory or disciplinary files and information. Prior to
27 disclosing any disciplinary or investigatory information
28 received from another Member State, the disclosing state shall
29 communicate its intention and purpose for such disclosure to the
30 Member State which originally provided that information.

SECTION 7. ESTABLISHMENT OF THE SCHOOL PSYCHOLOGIST INTERSTATE
LICENSURE COMPACT COMMISSION

A. The Member States hereby create and establish a joint government agency whose membership consists of all Member States that have enacted the Compact, and this agency shall be known as the School Psychologist Interstate Licensure Compact Commission. The Commission is an instrumentality of the Member States acting jointly and not an instrumentality of any one state. The Commission shall come into existence on or after the effective date of the Compact as set forth in Section 11.

B. Membership, Voting, and Meetings

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

2. The delegate shall be the primary administrative officer of the Member State Licensing Authority or their designee who is an employee of the Member State Licensing Authority.

3. The Commission shall by Rule or bylaw establish a term of office for delegates and may by Rule or bylaw establish term limits.

4. The Commission may recommend removal or suspension of any delegate from office.

5. A Member State's Licensing Authority shall fill any vacancy of its delegate occurring on the Commission within 60 days of the vacancy.

6. Each delegate shall be entitled to one vote on all matters before the Commission requiring a vote by Commission delegates.

7. A delegate shall vote in person or by such other means as provided in the bylaws. The bylaws may provide for delegates to

1 meet by telecommunication, videoconference, or other means of
2 communication.

3 8. The Commission shall meet at least once during each
4 calendar year. Additional meetings may be held as set forth in
5 the bylaws. The Commission may meet by telecommunication, video
6 conference or other similar electronic means.

7 C. The Commission shall have the following powers:

8 1. Establish the fiscal year of the Commission;

9 2. Establish code of conduct and conflict of interest
10 policies;

11 3. Establish and amend Rules and bylaws;

12 4. Establish the procedure through which a Licensee may
13 change their Home State;

14 5. Maintain its financial records in accordance with the
15 bylaws;

16 6. Meet and take such actions as are consistent with the
17 provisions of this Compact, the Commission's Rules, and the
18 bylaws;

19 7. Initiate and conclude legal proceedings or actions in the
20 name of the Commission, provided that the standing of any Member
21 State Licensing Authority to sue or be sued under applicable law
22 shall not be affected;

23 8. Maintain and certify records and information provided to a
24 Member State as the authenticated business records of the
25 Commission, and designate an agent to do so on the Commission's
26 behalf;

27 9. Purchase and maintain insurance and bonds;

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

30 11. Conduct an annual financial review; Hire employees, elect

1 or appoint officers, fix compensation, define duties, grant such
2 individuals appropriate authority to carry out the purposes of
3 the Compact, and establish the Commission's personnel policies
4 and programs relating to conflicts of interest, qualifications
5 of personnel, and other related personnel matters;

6 12. Assess and collect fees;

7 13. Accept any and all appropriate gifts, donations, grants
8 of money, other sources of revenue, equipment, supplies,
9 materials, and services, and receive, utilize, and dispose of

10 the same; provided that at all times the Commission shall
11 avoid any appearance of impropriety and/or conflict of interest;

12 14. Lease, purchase, retain, own, hold, improve, or use any
13 property, real, personal, or mixed, or any undivided interest
14 therein;

15 15. Sell, convey, mortgage, pledge, lease, exchange, abandon,
16 or otherwise dispose of any property real, personal, or mixed;

17 16. Establish a budget and make expenditures;

18 17. Borrow money;

19 18. Appoint committees, including standing committees,
20 composed of members, State regulators, State legislators or
21 their representatives, and consumer representatives, and such
22 other interested persons as may be designated in this Compact
23 and the bylaws;

24 19. Provide and receive information from, and cooperate with,
25 law enforcement agencies;

26 20. Establish and elect an Executive Committee, including a
27 chair and a vice chair;

28 21. Determine whether a State's adopted language is
29 materially different from the model compact language such that
30 the State would not qualify for participation in the Compact;

1 and

2 22. Perform such other functions as may be necessary or
3 appropriate to achieve the purposes of this Compact.

4 D. The Executive Committee

5 1. The Executive Committee shall have the power to act on
6 behalf of the Commission according to the terms of this Compact.
7 The powers, duties, and responsibilities of the Executive
8 Committee shall include:

9 a. Oversee the day-to-day activities of the administration of
10 the compact including enforcement and compliance with the
11 provisions of the compact, its Rules and bylaws, and other such
12 duties as deemed necessary;

13 b. Recommend to the Commission changes to the Rules or
14 bylaws, changes to this Compact legislation, fees charged to
15 Member States, fees charged to Licensees, and other fees;

16 c. Ensure Compact administration services are appropriately
17 provided, including by contract;

18 d. Prepare and recommend the budget;

19 e. Maintain financial records on behalf of the Commission;
20 Monitor Compact compliance of Member States and provide
21 compliance reports to the Commission;

22 f. Establish additional committees as necessary;

23 g. Exercise the powers and duties of the Commission during
24 the interim between Commission meetings, except for adopting or
25 amending Rules, adopting or amending bylaws, and exercising any
26 other powers and duties expressly reserved to the Commission by
27 Rule or bylaw; and

28 h. Other duties as provided in the Rules or bylaws of the
29 Commission.

30 2. The Executive Committee shall be composed of up to 7

1 members:

2 a. The chair and vice chair of the Commission shall be voting
3 members of the Executive Committee; and

4 b. The Commission shall elect 5 voting members from the
5 current membership of the Commission.

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

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

9 a. Executive Committee meetings shall be open to the public,
10 except that the Executive Committee may meet in a closed, non-
11 public meeting as provided in subsection F.2 below.

12 b. The Executive Committee shall give 30 days' notice of its
13 meetings, posted on its website and as determined to provide
14 notice to persons with an interest in the business of the
15 Commission.

16 c. The Executive Committee may hold a special meeting in
17 accordance with subsection F.1.b. below.

18 E. The Commission shall adopt and provide to the Member
19 States an annual report.

20 F. Meetings of the Commission

21 1. All meetings shall be open to the public, except that the
22 Commission may meet in a closed, non-public meeting as provided
23 in subsection F.2 below.

24 a. Public notice for all meetings of the full Commission of
25 meetings shall be given in the same manner as required under the
26 Rulemaking provisions in Section 9, except that the Commission
27 may hold a special meeting as provided in subsection F.1.b
28 below.

29 b. The Commission may hold a special meeting when it must
30 meet to conduct emergency business by giving 48 hours' notice to

1 all commissioners, on the Commission's website, and other means
2 as provided in the Commission's rules. The
3 Commission's legal counsel shall certify that the
4 Commission's need to meet qualifies as an emergency.

5 2. The Commission or the Executive Committee or other
6 committees of the Commission may convene in a closed, non-public
7 meeting for the Commission or Executive Committee or other
8 committees of the Commission to receive legal advice or to
9 discuss:

10 a. Non-compliance of a Member State with its obligations
11 under the Compact;

12 b. The employment, compensation, discipline or other matters,
13 practices or procedures related to specific employees;

14 c. Current or threatened discipline of a Licensee by the
15 Commission or by a Member

16 State's Licensing Authority;

17 d. Current, threatened, or reasonably anticipated litigation;

18 e. Negotiation of contracts for the purchase, lease, or sale
19 of goods, services, or real estate;

20 f. Accusing any person of a crime or formally censuring any
21 person;

22 g. Trade secrets or commercial or financial information that
23 is privileged or confidential;

24 h. Information of a personal nature where disclosure would
25 constitute a clearly unwarranted invasion of personal privacy;

26 i. Investigative records compiled for law enforcement
27 purposes;

28 j. Information related to any investigative reports prepared
29 by or on behalf of or for use of the Commission or other
30 committee charged with responsibility of investigation or

1 determination of compliance issues pursuant to the Compact;
2 k. Matters specifically exempted from disclosure by federal
3 or Member State law; or

4 1. Other matters as promulgated by the Commission by Rule.

5 3. If a meeting, or portion of a meeting, is closed, the
6 presiding officer shall state that the meeting will be closed
7 and reference each relevant exempting provision, and such
8 reference shall be recorded in the minutes.

9 4. The Commission shall keep minutes that fully and clearly
10 describe all matters discussed in a meeting and shall provide a
11 full and accurate summary of actions taken, and the reasons
12 therefore, including a description of the views expressed. All
13 documents considered in connection with an action shall be
14 identified in such minutes. All minutes and documents of a
15 closed meeting shall remain under seal, subject to release only
16 by a majority vote of the Commission or order of a court of
17 competent jurisdiction.

18 G. Financing of the Commission

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

22 2. The Commission may accept any and all appropriate revenue
23 sources as provided in C(12).

24 3. The Commission may levy on and collect an annual
25 assessment from each Member State and impose fees on Licensees
26 practicing in the Member States under an Equivalent License to
27 cover the cost of the operations and activities of the
28 Commission and its staff, which must be in a total amount
29 sufficient to cover its annual budget as approved each year for
30 which revenue is not provided by other sources. The aggregate

1 annual assessment amount for Member States shall be allocated
2 based upon a formula that the Commission shall promulgate by
3 Rule.

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

8 5. The Commission shall keep accurate accounts of all
9 receipts and disbursements. The receipts and disbursements of
10 the Commission shall be subject to the financial review and
11 accounting procedures established under its bylaws. However, all
12 receipts and disbursements of funds handled by the Commission
13 shall be subject to an annual financial review by a certified or
14 licensed public accountant, and the report of the financial
15 review shall be included in and become part of the annual report
16 of the Commission.

17 H. Qualified Immunity, Defense, and Indemnification

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

1 Commission shall not in any way compromise or limit the immunity
2 granted hereunder.

3 2. The Commission shall defend any member, officer, executive
4 director, employee, and representative of the Commission in any
5 civil action seeking to impose liability arising out of any
6 actual or alleged act, error, or omission that occurred within
7 the scope of Commission employment, duties, or responsibilities,
8 or as determined by the commission that the person against whom
9 the claim is made had a reasonable basis for believing occurred
10 within the scope of Commission employment, duties, or
11 responsibilities; provided that nothing herein shall be
12 construed to prohibit that person from retaining their own
13 counsel at their own expense; and provided further, that the
14 actual or alleged act, error, or omission did not result from
15 that person's intentional or willful or wanton misconduct.

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

27 4. Nothing herein shall be construed as a limitation on the
28 liability of any licensee for professional malpractice or
29 misconduct, which shall be governed solely by any other
30 applicable state laws.

1 5. Nothing in this Compact shall be interpreted to waive or
2 otherwise abrogate a Member State's state action immunity or
3 state action affirmative defense with respect to antitrust
4 claims under the Sherman Act, Clayton Act, or any other state or
5 federal antitrust or anticompetitive law or regulation.

6 6. Nothing in this Compact shall be construed to be a waiver
7 of sovereign immunity by the Member States or by the Commission.

8 SECTION 8. FACILITATING INFORMATION EXCHANGE

9 A. The Commission shall provide for facilitating the exchange
10 of information to administer implement the provisions of this
11 compact in accordance with the Rules of the Commission,
12 consistent with generally accepted data protection principles.

13 B. Notwithstanding any other provision of State law to the
14 contrary, a Member State shall agree to provide for the
15 facilitation of the following Licensee information as required
16 by the Rules of the Commission, including:

17 1. Identifying information;

18 2. Licensure data;

19 3. Adverse Actions against a License and information related
20 thereto;

21 4. Non-confidential information related to Alternative
22 Program participation, the beginning and ending dates of such
23 participation, and other information related to such
24 participation not made confidential under Member State law;

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

27 6. The presence of investigative information; and

28 7. Other information that may facilitate the administration
29 of this Compact or the protection of the public, as determined
30 by the Rules of the Commission.

1 C. Nothing in this compact shall be deemed or construed to
2 alter, limit, or inhibit the power of a Member State to control
3 and maintain ownership of its Licensee information or alter,
4 limit, or inhibit the laws or regulations governing Licensee
5 information in the Member State.

6 SECTION 9. RULEMAKING

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

12 B. The Commission shall promulgate reasonable Rules to
13 achieve the intent and purpose of this interstate compact. In
14 the event the Commission exercises its Rulemaking authority in a
15 manner that is beyond purpose and intent of this interstate
16 compact, or the powers granted hereunder, then such an action by
17 the Commission shall be invalid and have no force and effect of
18 law in the Member States.

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

24 D. Rules or amendments to the Rules shall be adopted or
25 ratified at a regular or special meeting of the Commission in
26 accordance with Commission Rules and Bylaws.

27 E. Prior to promulgation and adoption of a final Rule or
28 Rules by the Commission, and at least thirty (30) days in
29 advance of the meeting at which the Rule will be considered and
30 voted upon, the Commission shall file a notice of proposed

1 rulemaking:

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

4 2. On the website of each Member State Licensing Authority or
5 other publicly accessible platform or the publication in which
6 each State would otherwise publish proposed Rules.

7 F. Upon determination that an emergency exists, the
8 Commission may consider and adopt an emergency Rule with 48
9 hours' notice, with opportunity to comment, provided that the
10 usual Rulemaking procedures shall be retroactively applied to
11 the Rule as soon as reasonably possible, in no event later than
12 ninety (90) days after the effective date of the Rule. For the
13 purposes of this provision, an emergency Rule is one that must
14 be adopted immediately in order to: a. Meet an imminent threat
15 to public health, safety, or welfare.

16 1. Prevent a loss of Commission or Member State funds.

17 2. Meet a deadline for the promulgation of an administrative
18 Rule that is established by federal law or Rule; or

19 3. Protect public health and safety.

20 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

21 A. Oversight

22 1. The executive and judicial branches of the State
23 government in each Member State shall enforce this Compact and
24 take all actions necessary and appropriate to implement the
25 Compact.

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

1 participate in alternative dispute resolution proceedings.
2 Nothing herein shall affect or limit the selection or propriety
3 of venue in any action against a licensee for professional
4 malpractice, misconduct or any such similar matter.

5 3. The Commission shall be entitled to receive service of
6 process in any proceeding regarding the enforcement or
7 interpretation of the Compact and shall have standing to
8 intervene in such a proceeding for all purposes. Failure to
9 provide the Commission service of process shall render a
10 judgment or order void as to the Commission, this Compact, or
11 promulgated Rules.

12 B. Default, Technical Assistance and Termination

13 1. If the Commission determines that a Member State has
14 defaulted in the performance of its obligations or
15 responsibilities under this Compact or the promulgated Rules,
16 the Commission shall provide written notice to the defaulting
17 State. The notice of default shall describe the default, the
18 proposed means of curing the default, and any other action that
19 the Commission may take, and shall offer training and specific
20 technical assistance regarding the default.

21 2. The Commission shall provide a copy of the notice of
22 default to the other Member States.

23 C. If a State in default fails to cure the default, the
24 defaulting State may be terminated from the Compact upon an
25 affirmative vote of a supermajority of the delegates of the
26 Member States, and all rights, privileges and benefits conferred
27 on that state by this Compact may be terminated on the effective
28 date of termination. A cure of the default does not relieve the
29 offending State of obligations or liabilities incurred during
30 the period of default.

1 D. Termination of membership in the Compact shall be imposed
2 only after all other means of securing compliance have been
3 exhausted. Notice of intent to suspend or terminate shall be
4 given by the Commission to the governor, the majority and
5 minority leaders of the defaulting State's legislature, the
6 defaulting State's Licensing Authority and each of the Member
7 States' Licensing Authorities.

8 E. A State that has been terminated is responsible for all
9 assessments, obligations, and liabilities incurred through the
10 effective date of termination, including obligations that extend
11 beyond the effective date of termination.

12 F. Upon the termination of a State's membership from this
13 Compact, that State shall immediately provide notice to all
14 Licensees within that State of such termination. The terminated
15 State shall continue to recognize all Licenses granted pursuant
16 to this Compact for a minimum of six (6) months after the date
17 of said notice of termination.

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

22 H. The defaulting State may appeal the action of the
23 Commission by petitioning the U.S. District Court for the
24 District of Columbia or the federal district where the
25 Commission has its principal offices. The prevailing party shall
26 be awarded all costs of such litigation, including reasonable
27 attorney's fees.

28 I. Dispute Resolution

29 1. Upon request by a Member State, the Commission shall
30 attempt to resolve disputes related to the Compact that arise

1 among Member States and between Member and nonMember States.

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

5 J. Enforcement

6 1. By majority vote as provided by Rule, the Commission may
7 initiate legal action against a Member State in default in the
8 United States District Court for the District of Columbia or the
9 federal district where the Commission has its principal offices
10 to enforce compliance with the provisions of the Compact and its
11 promulgated Rules. The relief sought may include both injunctive
12 relief and damages. In the event judicial enforcement is
13 necessary, the prevailing party shall be awarded all costs of
14 such litigation, including reasonable attorney's fees. The
15 remedies herein shall not be the exclusive remedies of the
16 Commission. The Commission may pursue any other remedies
17 available under federal or the defaulting Member State's law.

18 2. A Member State may initiate legal action against the
19 Commission in the U.S. District Court for the District of
20 Columbia or the federal district where the Commission has its
21 principal offices to enforce compliance with the provisions of
22 the Compact and its promulgated Rules. The relief sought may
23 include both injunctive relief and damages. In the event
24 judicial enforcement is necessary, the prevailing party shall be
25 awarded all costs of such litigation, including reasonable
26 attorney's fees.

27 3. No person other than a Member State shall enforce this
28 compact against the Commission.

29 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

30 A. The Compact shall come into effect on the date on which

1 the Compact statute is enacted into law in the seventh Member
2 State.

3 1. On or after the effective date of the Compact indicated
4 above, the Commission shall convene and review the enactment of
5 each of the Charter Member States to determine if the statute
6 enacted by each such Charter Member State is materially
7 different than the model Compact statute.

8 a. A Charter Member State whose enactment is found to be
9 materially different from the model Compact statute shall be
10 entitled to the default process set forth in Section 10.

11 b. If any Member State is later found to be in default, or is
12 terminated or withdraws from the Compact, the Commission shall
13 remain in existence and the Compact shall remain in effect even
14 if the number of Member States should be less than seven.

15 2. Member States enacting the Compact subsequent to the
16 Charter Member States shall be subject to the process set forth
17 in Section 7(C)(21) to determine if their enactments are
18 materially different from the model Compact statute and whether
19 they qualify for participation in the Compact.

20 3. All actions taken for the benefit of the Commission or in
21 furtherance of the purposes of the administration of the Compact
22 prior to the effective date of the Compact or the Commission
23 coming into existence shall be considered to be actions of the
24 Commission unless specifically repudiated by the Commission.

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

1 that State.

2 b. Any Member State may withdraw from this Compact by
3 enacting a statute repealing the same.

4 B. A Member State's withdrawal shall not take effect until
5 180 days after enactment of the repealing statute.

6 C. Withdrawal shall not affect the continuing requirement of
7 the withdrawing State's Licensing Authority to comply with the
8 investigative and Adverse Action reporting requirements of this
9 Compact prior to the effective date of withdrawal.

10 D. Upon the enactment of a statute withdrawing from this
11 compact, a State shall immediately provide notice of such
12 withdrawal to all Licensees within that State. Notwithstanding
13 any subsequent statutory enactment to the contrary, such
14 withdrawing State shall continue to recognize all licenses
15 granted pursuant to this compact for a minimum of six (6) months
16 after the date of such notice of withdrawal.

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

22 2. This Compact may be amended by the Member States. No
23 amendment to this Compact shall become effective and binding
24 upon any Member State until it is enacted into the laws of all
25 Member States.

26 SECTION 12. CONSTRUCTION AND SEVERABILITY

27 A. This Compact and the Commission's rulemaking authority
28 shall be liberally construed so as to effectuate the purposes,
29 and the implementation and administration of the Compact.
30 Provisions of the Compact expressly authorizing or requiring the

1 promulgation of Rules shall not be construed to limit the
2 Commission's rulemaking authority solely for those purposes.

3 B. The provisions of this Compact shall be severable and if
4 any phrase, clause, sentence or provision of this Compact is
5 held by a court of competent jurisdiction to be contrary to the
6 constitution of any Member State, a State seeking participation
7 in the Compact, or of the United States, or the applicability
8 thereof to any government, agency, person or circumstance is
9 held to be unconstitutional by a court of competent
10 jurisdiction, the validity of the remainder of this Compact and
11 the applicability thereof to any other government, agency,
12 person or circumstance shall not be affected thereby.

13 C. Notwithstanding subsection B of this Section, the
14 Commission may deny a State's participation in the Compact or,
15 in accordance with the requirements of Section 10.B, terminate a
16 Member State's participation in the Compact, if it determines
17 that a constitutional requirement of a Member State is a
18 material departure from the Compact. Otherwise, if this Compact
19 shall be held to be contrary to the constitution of any Member
20 State, the Compact shall remain in full force and effect as to
21 the remaining Member States and in full force and effect as to
22 the Member State affected as to all severable matters.

23 SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS

24 A. Nothing herein shall prevent or inhibit the enforcement of
25 any other law of a Member State that is not inconsistent with
26 the Compact.

27 B. Any laws, statutes, regulations, or other legal
28 requirements in a Member State in conflict with the Compact are
29 superseded to the extent of the conflict.

30 All permissible agreements between the Commission and the

1 Member States are binding in accordance with their terms.

2 Section 3. When and how compact becomes operative.

3 (a) General rule.--When the Governor executes the Interstate
4 Compact on behalf of this State and files a verified copy
5 thereof with the Secretary of the Commonwealth and when the
6 compact is ratified by one or more other states, then the
7 compact shall become operative and effective between this State
8 and such other state or states. The Governor is hereby
9 authorized and directed to take such action as may be necessary
10 to complete the exchange of official documents between this
11 State and any other state ratifying the compact.

12 (b) Notice in Pennsylvania Bulletin.--The Secretary of the
13 Commonwealth shall publish a notice in the Pennsylvania Bulletin
14 when the conditions set forth in subsection (a) are satisfied
15 and shall include in the notice the date on which the compact
16 became effective and operative between this State and any other
17 state or states in accordance with this act.

18 Section 4. Compensation and expenses of compact administrator.

19 The compact administrator who represents this State, as
20 provided for in the Interstate Compact, shall not be entitled to
21 any additional compensation for his duties and responsibilities
22 as compact administrator but shall be entitled to reimbursement
23 for reasonable expenses actually incurred in connection with his
24 duties and responsibilities as compact administrator in the same
25 manner as for expenses incurred in connection with other duties
26 and responsibilities of his office or employment.

27 Section 5. Effective date.

28 This act shall take effect in 60 days.