

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2107 Session of  
2025

INTRODUCED BY GUZMAN, HILL-EVANS, MAYES, BURGOS, DONAHUE,  
SANCHEZ, CEPEDA-FREYTIZ, RIVERA, STEELE, NEILSON AND HADDOCK,  
DECEMBER 17, 2025

REFERRED TO COMMITTEE ON PROFESSIONAL LICENSURE,  
DECEMBER 18, 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

1 educational activities relevant to the provision of School  
2 Psychological Services.

3 G. "Criminal Background Check" means the submission of  
4 fingerprints or other biometric- information for a License  
5 applicant for the purpose of obtaining that applicant's criminal  
6 history record information, as defined in 28 C.F.R. § 20.3(d),  
7 and the State's criminal history record repository as defined in  
8 28 C.F.R. § 20.3(f).

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

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

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

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

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

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

29 N. "License" means a current license, certification, or other  
30 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       A. To obtain and maintain an Equivalent License from a Remote  
17 State under this Compact, a Licensee must:

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

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

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

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

28       5. 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 B. 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;

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

7       13. Assess and collect fees;

8       14. Accept any and all appropriate gifts, donations, grants  
9       of money, other sources of revenue, equipment, supplies,  
10      materials, and services, and receive, utilize, and dispose of  
11      the same; provided that at all times the Commission shall  
12      avoid any appearance of impropriety and/or conflict of interest;

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

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

18      17. Establish a budget and make expenditures;

19      18. Borrow money;

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

25      20. Provide and receive information from, and cooperate with,  
26      law enforcement agencies;

27      21. Establish and elect an Executive Committee, including a  
28      chair and a vice chair;

29      22. Determine whether a State's adopted language is  
30      materially different from the model compact language such that

1 the State would not qualify for participation in the Compact;  
2 and

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

5 D. The Executive Committee

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

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

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

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

19 d. Prepare and recommend the budget;

20 e. Maintain financial records on behalf of the Commission;

21 f. Monitor Compact compliance of Member States and provide  
22 compliance reports to the Commission;

23 g. Establish additional committees as necessary;

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

29 i. Other duties as provided in the Rules or bylaws of the  
30 Commission.

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

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

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

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

4. The Executive Committee shall meet at least annually.

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

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

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

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

F. Meetings of the Commission

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

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

b. The Commission may hold a special meeting when it must

1 meet to conduct emergency business by giving 48 hours' notice to  
2 all commissioners, on the Commission's website, and other means  
3 as provided in the Commission's rules. The

4 Commission's legal counsel shall certify that the  
5 Commission's need to meet qualifies as an emergency.

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

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

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

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

17 State's Licensing Authority;

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

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

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

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

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

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

29 j. Information related to any investigative reports prepared  
30 by or on behalf of or for use of the Commission or other

committee charged with responsibility of investigation or  
determination of compliance issues pursuant to the Compact;

k. Matters specifically exempted from disclosure by federal  
or Member State law; or

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

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

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

#### G. Financing of the Commission

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

2. The Commission may accept any and all appropriate revenue  
sources as provided in Section 7.C.14.

3. The Commission may levy on and collect an annual  
assessment from each Member State and impose fees on Licensees  
practicing in the Member States under an Equivalent License to  
cover the cost of the operations and activities of the  
Commission and its staff, which must be in a total amount  
sufficient to cover its annual budget as approved each year for



1 which revenue is not provided by other sources. The aggregate  
2 annual assessment amount for Member States shall be allocated  
3 based upon a formula that the Commission shall promulgate by  
4 Rule.

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

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

#### 18 H. Qualified Immunity, Defense, and Indemnification

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

1 that person. The procurement of insurance of any type by the  
2 Commission shall not in any way compromise or limit the immunity  
3 granted hereunder.

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

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

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

1 applicable state laws.

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

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

9 SECTION 8. FACILITATING INFORMATION EXCHANGE

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

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

18 1. Identifying information;

19 2. Licensure data;

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

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

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

28 6. The presence of investigative information; and

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

1 by the Rules of the Commission.

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

#### 7 SECTION 9. RULEMAKING

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

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

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

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

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

1 voted upon, the Commission shall file a notice of proposed  
2 rulemaking:

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

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

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

16 1. Meet an imminent threat to public health, safety, or  
17 welfare.

18 2. Prevent a loss of Commission or Member State funds.

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

21 4. Protect public health and safety.

## 22 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

### 23 A. Oversight

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

28 2. Venue is proper and judicial proceedings by or against the  
29 Commission shall be brought solely and exclusively in a court of  
30 competent jurisdiction where the principal office of the

Commission is located. The Commission may waive venue and jurisdictional defenses to the extent it adopts or consents to participate in alternative dispute resolution proceedings. Nothing herein shall affect or limit the selection or propriety of venue in any action against a licensee for professional malpractice, misconduct or any such similar matter.

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

#### B. Default, Technical Assistance and Termination

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

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

C. If a State in default fails to cure the default, the defaulting State may be terminated from the Compact upon an affirmative vote of a supermajority of the delegates of the Member States, and all rights, privileges and benefits conferred on that state by this Compact may be terminated on the effective date of termination. A cure of the default does not relieve the

1 offending State of obligations or liabilities incurred during  
2 the period of default.

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

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

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

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

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

30 I. Dispute Resolution

1        1. Upon request by a Member State, the Commission shall  
2 attempt to resolve disputes related to the Compact that arise  
3 among Member States and between Member and nonMember States.

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

7        J. Enforcement

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

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

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



1 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

2 A. The Compact shall come into effect on the date on which  
3 the Compact statute is enacted into law in the seventh Member  
4 State.

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

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

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

17 2. Member States enacting the Compact subsequent to the  
18 Charter Member States shall be subject to the process set forth  
19 in Section 7.C.22 to determine if their enactments are  
20 materially different from the model Compact statute and whether  
21 they qualify for participation in the Compact.

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

27 a. Any State that joins the Compact subsequent to the  
28 Commission's initial adoption of the Rules and bylaws shall be  
29 subject to the Rules and bylaws as they exist on the date on  
30 which the Compact becomes law in that State. Any Rule that has

1 been previously adopted by the Commission shall have the full  
2 force and effect of law on the day the Compact becomes law in  
3 that State.

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

6 B. A Member State's withdrawal shall not take effect until  
7 180 days after enactment of the repealing statute.

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

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

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

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

## 28 SECTION 12. CONSTRUCTION AND SEVERABILITY

29 A. This Compact and the Commission's rulemaking authority  
30 shall be liberally construed so as to effectuate the purposes,

1 and the implementation and administration of the Compact.  
2 Provisions of the Compact expressly authorizing or requiring the  
3 promulgation of Rules shall not be construed to limit the  
4 Commission's rulemaking authority solely for those purposes.

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

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

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

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

29 B. Any laws, statutes, regulations, or other legal  
30 requirements in a Member State in conflict with the Compact are

1 superseded to the extent of the conflict.

2 C. All permissible agreements between the Commission and the  
3 Member States are binding in accordance with their terms.

4 Section 3. When and how compact becomes operative.

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

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

20 Section 4. Compensation and expenses of compact administrator.

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

29 Section 5. Effective date.

30 This act shall take effect in 60 days.