
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2390 Session of
2026

INTRODUCED BY MALAGARI, SCHEUREN, HILL-EVANS, GUENST, VENKAT,
HOHENSTEIN, SANCHEZ, RIVERA, GALLAGHER, HANBIDGE, JAMES,
BOROWSKI, DEASY, CEPEDA-FREYTIZ, LABS, GILLEN AND ARMANINI,
APRIL 15, 2026

REFERRED TO COMMITTEE ON PROFESSIONAL LICENSURE, APRIL 16, 2026

AN ACT

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

11 Section 2. Authority to execute compact.

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

17 RESPIRATORY CARE INTERSTATE COMPACT

18 SECTION 1. TITLE AND PURPOSE

1 A. The purpose of this Compact is to facilitate the
2 interstate Practice of Respiratory Therapy with the goal of
3 improving public access to Respiratory Therapy services by
4 providing Respiratory Therapists licensed in a Member State the
5 ability to practice in other Member States. The Compact
6 preserves the regulatory authority of states to protect public
7 health and safety through the current system of State licensure.

8 B. This Compact is designed to achieve the following
9 objectives:

10 1. Increase public access to Respiratory Therapy
11 services by creating a responsible, streamlined pathway for
12 Licensees to practice in Member States with the goal of
13 improving outcomes for patients;

14 2. Enhance States' ability to protect the public's
15 health and safety;

16 3. Promote the cooperation of Member States in
17 regulating the Practice of Respiratory Therapy within those
18 Member States;

19 4. Ease administrative burdens on States by encouraging
20 the cooperation of Member States in regulating multi-state
21 Respiratory Therapy practice;

22 5. Support relocating Active Military Members and their
23 spouses; and

24 6. Promote mobility and address workforce shortages.

25 SECTION 2. DEFINITIONS

26 As used in this Compact, unless the context requires
27 otherwise, the following definitions shall apply:

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

1 B. "Adverse Action" means any administrative, civil,
2 equitable, or criminal action permitted by a State's laws which
3 is imposed by any State authority with regulatory authority over
4 Respiratory Therapists, such as license denial, censure,
5 revocation, suspension, probation, monitoring of the Licensee,
6 or restriction on the Licensee's practice, not including
7 participation in an Alternative Program.

8 C. "Alternative Program" means a non-disciplinary monitoring
9 or practice remediation process applicable to a Respiratory
10 Therapist approved by any State authority with regulatory
11 authority over Respiratory Therapists. This includes, but is not
12 limited to, programs to which Licensees with substance abuse or
13 addiction issues are referred in lieu of Adverse Action.

14 D. "Charter Member States" means those Member States who
15 were the first seven states to enact the Compact into the laws
16 of their State.

17 E. "Commission" or "Respiratory Care Interstate Compact
18 Commission" means the government instrumentality and body
19 politic whose membership consists of all Member States that have
20 enacted the Compact.

21 F. "Commissioner" means the individual appointed by a Member
22 State to serve as the member of the Commission for that Member
23 State.

24 G. "Compact" means the Respiratory Care Interstate Compact.

25 H. "Compact Privilege" means the authorization granted by a
26 Remote State to allow a Licensee from another Member State to
27 practice as a Respiratory Therapist in the Remote State under
28 the Remote State's laws and Rules. The Practice of Respiratory
29 Therapy occurs in the Member State where the patient is located
30 at the time of the patient encounter.

1 I. "Criminal Background Check" means the submission by the
2 Member State of fingerprints or other biometric-based
3 information on license applicants at the time of initial
4 licensing for the purpose of obtaining that applicant's criminal
5 history record information, as defined in 28 C.F.R. § 20.3 (d)
6 or successor provision, from the Federal Bureau of Investigation
7 and the State's criminal history record repository, as defined
8 in 28 C.F.R. § 20.3 (f) or successor provision.

9 J. "Data System" means the Commission's repository of
10 information about Licensees as further set forth in Section 8.

11 K. "Domicile" means the jurisdiction which is the Licensee's
12 principal home for legal purposes.

13 L. "Encumbered License" means a license that a State's
14 Respiratory Therapy Licensing Authority has limited in any way.

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

18 N. "Home State" except as set forth in Section 5, means the
19 Member State that is the Licensee's primary Domicile.

20 O. "Home State License" means an active license to practice
21 Respiratory Therapy in a Home State that is not an Encumbered
22 License.

23 P. "Jurisprudence Requirement" means an assessment of an
24 individual's knowledge of the State laws and regulations
25 governing the Practice of Respiratory Therapy in such State.

26 Q. "Licensee" means an individual who currently holds an
27 authorization from the State to practice as a Respiratory
28 Therapist.

29 R. "Member State" means a State that has enacted the Compact
30 and been admitted to the Commission in accordance with the

1 provisions herein and Commission Rules.

2 S. "Model Compact" means the model for the Respiratory Care
3 Interstate Compact on file with The Council of State Governments
4 or other entity as designated by the Commission.

5 T. "Remote State" means a Member State where a Licensee is
6 exercising or seeking to exercise the Compact Privilege.

7 U. "Respiratory Therapist" or "Respiratory Care
8 Practitioner" means an individual who holds a credential issued
9 by the National Board for Respiratory Care (or its successor)
10 and holds a license in a State to practice Respiratory Therapy.
11 The term includes a person licensed under section 13.1 of the
12 act of December 20, 1985 (P.L.457, No.112), known as the Medical
13 Practice Act of 1985, or section 10.1 of the act of October 5,
14 1978 (P.L.1109, No.261), known as the Osteopathic Medical
15 Practice Act. For purposes of this Compact, any other title or
16 status adopted by a State to replace the term "Respiratory
17 Therapist" or "Respiratory Care Practitioner" shall be deemed
18 synonymous with "Respiratory Therapist" and shall confer the
19 same rights and responsibilities to the Licensee under the
20 provisions of this Compact at the time of its enactment.

21 V. "Respiratory Therapy," "Respiratory Therapy Practice,"
22 "Respiratory Care," "the Practice of Respiratory Care," and "the
23 Practice of Respiratory Therapy" means the care and services
24 provided by or under the direction and supervision of a
25 Respiratory Therapist or Respiratory Care Practitioner.

26 W. "Respiratory Therapy Licensing Authority" means the
27 agency, board, or other body of a State that is responsible for
28 licensing and regulation of Respiratory Therapists.

29 X. "Rule" means a regulation promulgated by an entity that
30 has the force and effect of law.

1 Y. "Scope of Practice" means the procedures, actions, and
2 processes a Respiratory Therapist licensed in a State or
3 practicing under a Compact Privilege in a State is permitted to
4 undertake in that State and the circumstances under which the
5 Respiratory Therapist is permitted to undertake those
6 procedures, actions, and processes. Such procedures, actions,
7 and processes, and the circumstances under which they may be
8 undertaken may be established through means, including, but not
9 limited to, statute, regulations, case law, and other processes
10 available to the State Respiratory Therapy Licensing Authority
11 or other government agency.

12 Z. "Significant Investigative Information" means
13 information, records, and documents received or generated by a
14 State Respiratory Therapy Licensing Authority pursuant to an
15 investigation for which a determination has been made that there
16 is probable cause to believe that the Licensee has violated a
17 statute or regulation that is considered more than a minor
18 infraction for which the State Respiratory Therapy Licensing
19 Authority could pursue Adverse Action against the Licensee.

20 AA. "State" means any state, commonwealth, district, or
21 territory of the United States.

22 SECTION 3. STATE PARTICIPATION IN THIS COMPACT

23 A. In order to participate in this Compact and thereafter
24 continue as a Member State, a Member State shall:

- 25 1. Enact a Compact that is not materially different from
26 the Model Compact;
- 27 2. License Respiratory Therapists;
- 28 3. Participate in the Commission's Data System;
- 29 4. Have a mechanism in place for receiving and
30 investigating complaints against Licensees and Compact

1 Privilege holders;

2 5. Notify the Commission, in compliance with the terms
3 of this Compact and Commission Rules, of any Adverse Action
4 against a Licensee, a Compact Privilege holder, or a license
5 applicant;

6 6. Notify the Commission, in compliance with the terms
7 of this Compact and Commission Rules, of the existence of
8 Significant Investigative Information;

9 7. Comply with the Rules of the Commission;

10 8. Grant the Compact Privilege to a holder of an active
11 Home State License and otherwise meet the applicable
12 requirements of Section 4 in a Member State; and

13 9. Complete a Criminal Background Check for each new
14 Licensee at the time of initial licensure.

15 a. Where expressly authorized or permitted by
16 federal law, whether such federal law is in effect prior
17 to, at, or after the time of a Member State's enactment
18 of this Compact, a Member State's enactment of this
19 Compact shall hereby authorize the Member State's
20 Respiratory Therapy Licensing Authority to perform
21 Criminal Background Checks as defined herein. The absence
22 of such a federal law as described in this subsection
23 shall not prevent or preclude such authorization where it
24 may be derived or granted through means other than the
25 enactment of this Compact.

26 B. Nothing in this Compact prohibits a Member State from
27 charging a fee for granting and renewing the Compact Privilege.

28 SECTION 4. COMPACT PRIVILEGE

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

1 1. Hold and maintain an active Home State License as a
2 Respiratory Therapist;

3 2. Hold and maintain an active credential from the
4 National Board for Respiratory Care (or its successor) that
5 would qualify them for licensure in the Remote State in which
6 they are seeking the privilege;

7 3. Have not had any Adverse Action against a license
8 within the previous two (2) years;

9 4. Notify the Commission that the Licensee is seeking
10 the Compact Privilege within a Remote State(s);

11 5. Pay any applicable fees, including any State and
12 Commission fees and renewal fees, for the Compact Privilege;

13 6. Meet any Jurisprudence Requirements established by
14 the Remote State in which the Licensee is seeking a Compact
15 Privilege;

16 7. Report to the Commission Adverse Action taken by any
17 non-Member State within thirty (30) days from the date the
18 Adverse Action is taken;

19 8. Report to the Commission, when applying for a Compact
20 Privilege, the address of the Licensee's Domicile and
21 thereafter promptly report to the Commission any change in
22 the address of the Licensee's Domicile within thirty (30)
23 days of the effective date of the change in address; and

24 9. Consent to accept service of process by mail at the
25 Licensee's Domicile on record with the Commission with
26 respect to any action brought against the Licensee by the
27 Commission or a Member State, and consent to accept service
28 of a subpoena by mail at the Licensee's Domicile on record
29 with the Commission with respect to any action brought or
30 investigation conducted by the Commission or a Member State.

1 B. The Compact Privilege is valid until the expiration date
2 or revocation of the Home State License unless terminated
3 pursuant to Adverse Action. The Licensee must comply with all of
4 the requirements of Subsection A, above, to maintain the Compact
5 Privilege in a Remote State. If those requirements are met, no
6 Adverse Actions are taken, and the Licensee has paid any
7 applicable Compact Privilege renewal fees, then the Licensee
8 will maintain the Licensee's Compact Privilege.

9 C. A Licensee providing Respiratory Therapy in a Remote
10 State under the Compact Privilege shall function within the
11 Scope of Practice authorized by the Remote State for the type of
12 Respiratory Therapist license the Licensee holds. Such
13 procedures, actions, processes, and the circumstances under
14 which they may be undertaken may be established through means,
15 including, but not limited to, statute, regulations, case law,
16 and other processes available to the State Respiratory Therapy
17 Licensing Authority or other government agency.

18 D. If a Licensee's Compact Privilege in a Remote State is
19 removed by the Remote State, the individual shall lose or be
20 ineligible for the Compact privilege in that Remote State until
21 the Compact Privilege is no longer limited or restricted by that
22 State.

23 E. If a Home State License is encumbered, the Licensee shall
24 lose the Compact Privilege in all Remote States until the
25 following occur:

- 26 1. The Home State License is no longer encumbered; and
- 27 2. Two (2) years have elapsed from the date on which the
28 license is no longer encumbered due to the Adverse Action.

29 F. Once a Licensee with a restricted or limited license
30 meets the requirements of Subsection E.1 and 2, the Licensee

1 must also meet the requirements of Subsection A to obtain a
2 Compact Privilege in a Remote State.

3 SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSE

4 A. An Active Military Member, or their spouse, shall
5 designate a Home State where the individual has a current
6 license in good standing. The individual may retain the Home
7 State designation during the period the service member is on
8 active duty.

9 B. An Active Military Member and their spouse shall not be
10 required to pay to the Commission for a Compact Privilege any
11 fee that may otherwise be charged by the Commission. If a Remote
12 State chooses to charge a fee for a Compact Privilege, it may
13 choose to charge a reduced fee or no fee to an Active Military
14 Member and their spouse for a Compact Privilege.

15 SECTION 6. ADVERSE ACTIONS

16 A. A Member State in which a Licensee is licensed shall have
17 authority to impose Adverse Action against the license issued by
18 that Member State.

19 B. A Member State may take Adverse Action based on
20 Significant Investigative Information of a Remote State or the
21 Home State, so long as the Member State follows its own
22 procedures for imposing Adverse Action.

23 C. Nothing in this Compact shall override a Member State's
24 decision that participation in an Alternative Program may be
25 used in lieu of Adverse Action and that such participation shall
26 remain non-public if required by the Member State's laws.

27 D. A Remote State shall have the authority to:

28 1. Take Adverse Actions as set forth herein against a
29 Licensee's Compact Privilege in that State;

30 2. Issue subpoenas for both hearings and investigations

1 that require the attendance and testimony of witnesses, and
2 the production of evidence.

3 a. Subpoenas may be issued by a Respiratory Therapy
4 Licensing Authority in a Member State for the attendance
5 and testimony of witnesses and the production of
6 evidence.

7 b. Subpoenas issued by a Respiratory Therapy
8 Licensing Authority in a Member State for the attendance
9 and testimony of witnesses shall be enforced in the
10 latter State by any court of competent jurisdiction in
11 the latter State, according to the practice and procedure
12 of that court applicable to subpoenas issued in
13 proceedings pending before it.

14 c. Subpoenas issued by a Respiratory Therapy
15 Licensing Authority in a Member State for production of
16 evidence from another Member State shall be enforced in
17 the latter State, according to the practice and procedure
18 of that court applicable to subpoenas issued in the
19 proceedings pending before it.

20 d. The issuing authority shall pay any witness fees,
21 travel expenses, mileage, and other fees required by the
22 service statutes of the State where the witnesses or
23 evidence are located;

24 3. Unless otherwise prohibited by State law, recover
25 from the Licensee the costs of investigations and disposition
26 of cases resulting from any Adverse Action taken against that
27 Licensee;

28 4. Notwithstanding subsection D.2., a Member State may
29 not issue a subpoena to gather evidence of conduct in another
30 Member State that is lawful in such other Member State for

1 the purpose of taking Adverse Action against a Licensee's
2 Compact Privilege or application for a Compact Privilege in
3 that Member State; and

4 5. Nothing in this Compact authorizes a Member State to
5 impose discipline against a Respiratory Therapist's Compact
6 Privilege in that Member State for the individual's otherwise
7 lawful practice in another State.

8 E. Joint Investigations

9 1. In addition to the authority granted to a Member
10 State by its respective Respiratory Therapy Practice act or
11 other applicable state law, a Member State may participate
12 with other Member States in joint investigations of
13 Licensees, provided, however, that a Member State receiving
14 such a request has no obligation to respond to any subpoena
15 issued regarding an investigation of conduct or practice that
16 was lawful in a Member State at the time it was undertaken.

17 2. Member States shall share any Significant
18 Investigative Information, litigation, or compliance
19 materials in furtherance of any joint or individual
20 investigation initiated under the Compact. In sharing such
21 information between Member State Respiratory Therapy
22 Licensing Authorities, all information obtained shall be kept
23 confidential, except as otherwise mutually agreed upon by the
24 sharing and receiving Member State(s).

25 F. Nothing in this Compact may permit a Member State to take
26 any Adverse Action against a Licensee or holder of a Compact
27 Privilege for conduct or practice that was legal in the Member
28 State at the time it was undertaken.

29 G. Nothing in this Compact may permit a Member State to take
30 disciplinary action against a Licensee or holder of a Compact

1 Privilege for conduct or practice that was legal in the Member
2 State at the time it was undertaken.

3 SECTION 7. ESTABLISHMENT OF THE RESPIRATORY CARE INTERSTATE
4 COMPACT COMMISSION

5 A. The Compact Member States hereby create and establish a
6 joint government agency whose membership consists of all Member
7 States that have enacted the Compact known as the Respiratory
8 Care Interstate Compact Commission. The Commission is an
9 instrumentality of the Compact Member States acting jointly and
10 not an instrumentality of any one State. The Commission shall
11 come into existence on or after the effective date of the
12 Compact, as set forth in Section 11.

13 B. Membership, Voting, and Meetings

14 1. Each Member State shall have and be limited to one
15 (1) Commissioner selected by that Member State's Respiratory
16 Therapy Licensing Authority.

17 2. The Commissioner shall be an administrator or their
18 designated staff member of the Member State's Respiratory
19 Therapy Licensing Authority.

20 3. The Commission shall by Rule or bylaw establish a
21 term of office for Commissioners and may by Rule or bylaw
22 establish term limits.

23 4. The Commission may recommend to a Member State the
24 removal or suspension of any Commissioner from office.

25 5. A Member State's Respiratory Therapy Licensing
26 Authority shall fill any vacancy of its Commissioner
27 occurring on the Commission within sixty (60) days of the
28 vacancy.

29 6. Each Commissioner shall be entitled to one vote on
30 all matters before the Commission requiring a vote by

1 Commissioners.

2 7. A Commissioner shall vote in person or by such other
3 means as provided in the bylaws. The bylaws may provide for
4 Commissioners to meet by telecommunication, videoconference,
5 or other means of communication.

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

9 C. The Commission shall have the following powers:

10 1. Establish and amend the fiscal year of the
11 Commission;

12 2. Establish and amend bylaws and policies, including
13 but not limited to, a code of conduct and conflict of
14 interest;

15 3. Establish and amend Rules, which shall be binding in
16 all Member States;

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

19 5. Meet and take such actions as are consistent with the
20 provisions of this Compact, the Commission's Rules, and the
21 bylaws;

22 6. Initiate and conduct legal proceedings or actions in
23 the name of the Commission, provided that the standing of any
24 Respiratory Therapy Licensing Authority to sue or be sued
25 under applicable law shall not be affected;

26 7. Maintain and certify records and information provided
27 to a Member State as the authenticated business records of
28 the Commission, and designate an agent to do so on the
29 Commission's behalf;

30 8. Purchase and maintain insurance and bonds;

1 9. Accept or contract for services of personnel,
2 including, but not limited to, employees of a Member State;

3 10. Conduct an annual financial review;

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

11 12. Assess and collect fees;

12 13. Accept any and all appropriate gifts, donations,
13 grants of money, other sources of revenue, equipment,
14 supplies, materials, and services, and receive, utilize, and
15 dispose of the same, provided that at all times:

16 a. The Commission shall avoid any appearance of
17 impropriety; and

18 b. The Commission shall avoid any appearance of
19 conflict of interest;

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

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

26 16. Establish a budget and make expenditures;

27 17. Borrow money in a fiscally responsible manner;

28 18. Appoint committees, including standing committees,
29 composed of Commissioners State regulators, State legislators
30 or their representatives, and consumer representatives, and

1 such other interested persons as may be designated in this
2 Compact and the bylaws;

3 19. Provide and receive information from, and cooperate
4 with, law enforcement agencies;

5 20. Establish and elect an Executive Committee,
6 including a chair, vice-chair, secretary, treasurer, and such
7 other offices as the Commission shall establish by Rule or
8 bylaw;

9 21. Enter into contracts or arrangements for the
10 management of the affairs of the Commission;

11 22. Determine whether a State's adopted language is
12 materially different from the Model Compact language such
13 that the State would not qualify for participation in the
14 Compact; and

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

17 D. The Executive Committee

18 1. The Executive Committee shall have the power to act
19 on behalf of the Commission according to the terms of this
20 Compact. The powers, duties, and responsibilities of the
21 Executive Committee shall include:

22 a. Overseeing the day-to-day activities of the
23 administration of the Compact, including enforcement and
24 compliance with the provisions of the Compact, its Rules
25 and bylaws, and other such duties as deemed necessary;

26 b. Recommending to the Commission changes to the
27 Rules or bylaws, changes to this Compact legislation,
28 fees charged to Compact Member States, fees charged to
29 Licensees, and other fees;

30 c. Ensuring Compact administration services are

1 appropriately provided, including by contract;

2 d. Preparing and recommending the budget;

3 e. Maintaining financial records on behalf of the
4 Commission;

5 f. Monitoring Compact compliance of Member States
6 and providing compliance reports to the Commission;

7 g. Establishing additional committees as necessary;

8 h. Exercising the powers and duties of the
9 Commission during the interim between Commission
10 meetings, except for adopting or amending Rules, adopting
11 or amending bylaws, and exercising any other powers and
12 duties expressly reserved to the Commission by Rule or
13 bylaw; and

14 i. Performing other duties as provided in the Rules
15 or bylaws of the Commission.

16 2. The Executive Committee shall be composed of up to
17 nine (9) members, as further set forth in the bylaws of the
18 Commission:

19 a. Seven (7) voting members who are elected by the
20 Commission from the current membership of the Commission;
21 and

22 b. Two (2) ex-officio, non-voting members.

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

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

26 a. Executive Committee meetings shall be open to the
27 public, except that the Executive Committee may meet in a
28 closed, non-public meeting as provided in subsection F.4
29 below;

30 b. The Executive Committee shall give advance notice

1 of its meetings, posted on its website and as determined
2 to provide notice to persons with an interest in the
3 business of the Commission; and

4 c. The Executive Committee may hold a special
5 meeting in accordance with subsection F.2 below.

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

8 F. Meetings of the Commission

9 1. All meetings of the Commission that are not closed
10 pursuant to subsection 7.F.4 shall be open to the public.
11 Notice of public meetings shall be posted on the Commission's
12 website at least thirty (30) days prior to the public
13 meeting.

14 2. Notwithstanding subsection 7.F.1, the Commission may
15 convene an emergency public meeting by providing at least
16 twenty-four (24) hours prior notice on the Commission's
17 website, and any other means as provided in the Commission's
18 Rules, for any of the reasons it may dispense with notice of
19 proposed rulemaking under subsection 9.G. The Commission's
20 legal counsel shall certify that one of the reasons
21 justifying an emergency public meeting has been met.

22 3. Notice of all Commission meetings shall provide the
23 time, date, and location of the meeting, and if the meeting
24 is to be held or accessible via telecommunication, video
25 conference, or other electronic means, the notice shall
26 include the mechanism for access to the meeting.

27 4. The Commission or the Executive Committee may convene
28 in a closed, nonpublic meeting for the Commission or
29 Executive Committee to receive or solicit legal advice or to
30 discuss:

- 1 a. Non-compliance of a Member State with its
2 obligations under the Compact;
- 3 b. The employment, compensation, discipline or other
4 matters, practices or procedures related to specific
5 employees;
- 6 c. Current or threatened discipline of a Licensee or
7 Compact Privilege holder by the Commission or by a Member
8 State's Respiratory Therapy Licensing Authority;
- 9 d. Current, threatened, or reasonably anticipated
10 litigation;
- 11 e. Negotiation of contracts for the purchase, lease,
12 or sale of goods, services, or real estate;
- 13 f. Accusing any person of a crime or formally
14 censuring any person;
- 15 g. Trade secrets or commercial or financial
16 information that is privileged or confidential;
- 17 h. Information of a personal nature where disclosure
18 would constitute a clearly unwarranted invasion of
19 personal privacy;
- 20 i. Investigative records compiled for law
21 enforcement purposes;
- 22 j. Information related to any investigative reports
23 prepared by or on behalf of or for use of the Commission
24 or other committee charged with responsibility of
25 investigation or determination of compliance issues
26 pursuant to the Compact;
- 27 k. Legal advice;
- 28 l. Matters specifically exempted from disclosure by
29 federal or Member State law; or
- 30 m. Other matters as promulgated by the Commission by

1 Rule.

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

6 6. The Commission shall keep minutes in accordance with
7 Commission Rules and bylaws. All documents considered in
8 connection with an action shall be identified in such
9 minutes. All minutes and documents of a closed meeting shall
10 remain under seal, subject to release only by a majority vote
11 of the Commission or order of a court of competent
12 jurisdiction.

13 G. Financing of the Commission

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

17 2. The Commission may accept any and all appropriate
18 revenue sources as provided herein.

19 3. The Commission may levy on and collect an annual
20 assessment from each Member State and impose fees on
21 Licensees of Member States to whom it grants a Compact
22 Privilege to cover the cost of the operations and activities
23 of the Commission and its staff. The aggregate annual
24 assessment amount for Member States, if any, shall be
25 allocated based upon a formula that the Commission shall
26 promulgate by Rule.

27 4. The Commission shall not incur obligations of any
28 kind prior to securing the funds or a loan adequate to meet
29 the same; nor shall the Commission pledge the credit of any
30 of the Member States, except by and with the authority of the

1 Member State.

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

11 H. Qualified Immunity, Defense, and Indemnification

12 1. Nothing herein shall be construed as a limitation on
13 the liability of any Licensee for professional malpractice or
14 misconduct, which shall be governed solely by any other
15 applicable state laws.

16 2. The Member States, Commissioners, officers, executive
17 directors, employees, and agents of the Commission shall be
18 immune from suit and liability, both personally and in their
19 official capacity, for any claim for damage to or loss of
20 property or personal injury or other civil liability caused
21 by or arising out of any actual or alleged act, error, or
22 omission that occurred, or that the person against whom the
23 claim is made had a reasonable basis for believing occurred
24 within the scope of Commission employment, duties or
25 responsibilities; provided that nothing in this subsection
26 shall be construed to protect any such person from suit or
27 liability for any damage, loss, injury, or liability caused
28 by the intentional or willful or wanton misconduct of that
29 person. The procurement of insurance of any type by the
30 Commission shall not in any way compromise or limit the

1 immunity granted hereunder.

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

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

28 5. Nothing in this Compact shall be interpreted to waive
29 or otherwise abrogate a Member State's state action immunity
30 or state action affirmative defense with respect to antitrust

1 claims under the Sherman Act, Clayton Act, or any other State
2 or federal antitrust or anticompetitive law or regulation.

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

6 SECTION 8. DATA SYSTEM

7 A. The Commission shall provide for the development,
8 maintenance, operation, and utilization of a coordinated
9 database and reporting system containing licensure, Adverse
10 Action, and the presence of Significant Investigative
11 Information.

12 B. Notwithstanding any other provision of State law to the
13 contrary, a Member State shall submit a uniform data set to the
14 Data System as required by the Rules of the Commission,
15 including but not limited to:

16 1. Identifying information;

17 2. Licensure data;

18 3. Adverse Actions against a Licensee, license
19 applicant, or Compact Privilege holder and information
20 related 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
26 reason(s) for such denial;

27 6. The presence of current Significant Investigative
28 Information; and

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

1 public, as determined by the Rules of the Commission.

2 C. No Member State shall submit any information which
3 constitutes criminal history record information, as defined by
4 applicable federal law, to the Data System established
5 hereunder.

6 D. The records and information provided to a Member State
7 pursuant to this Compact or through the Data System, when
8 certified by the Commission or an agent thereof, shall
9 constitute the authenticated business records of the Commission,
10 and shall be entitled to any associated hearsay exception in any
11 relevant judicial, quasi-judicial or administrative proceedings
12 in a Member State.

13 E. Significant Investigative Information pertaining to a
14 Licensee in any Member State will only be available to other
15 Member States.

16 F. It is the responsibility of the Member States to report
17 any Adverse Action against a Licensee and to monitor the
18 database to determine whether Adverse Action has been taken
19 against a Licensee. Adverse Action information pertaining to a
20 Licensee in any Member State will be available to any other
21 Member State.

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

25 H. Any information submitted to the Data System that is
26 subsequently expunged pursuant to federal law or the laws of the
27 Member State contributing the information shall be removed from
28 the Data System.

29 SECTION 9. RULEMAKING

30 A. The Commission shall promulgate reasonable Rules in order

1 to effectively and efficiently implement and administer the
2 purposes and provisions of the Compact. A Rule shall be invalid
3 and have no force or effect only if a court of competent
4 jurisdiction holds that the Rule is invalid because the
5 Commission exercised its rulemaking authority in a manner that
6 is beyond the scope and purposes of the Compact, or the powers
7 granted hereunder, or based upon another applicable standard of
8 review.

9 B. For purposes of the Compact, the Rules of the Commission
10 shall have the force of law in each Member State.

11 C. The Commission shall exercise its rulemaking powers
12 pursuant to the criteria set forth in this section and the Rules
13 adopted thereunder. Rules shall become binding as of the date
14 specified in each Rule.

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

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

23 F. Prior to adoption of a proposed Rule, the Commission
24 shall hold a public hearing and allow persons to provide oral
25 and written comments, data, facts, opinions, and arguments.

26 G. Prior to adoption of a proposed Rule by the Commission,
27 and at least thirty (30) days in advance of the meeting at which
28 the Commission will hold a public hearing on the proposed Rule,
29 the Commission shall provide a notice of proposed rulemaking:

30 1. On the website of the Commission or other publicly

1 accessible platform;

2 2. To persons who have requested notice of the
3 Commission's notices of proposed rulemaking, and

4 3. In such other way(s) as the Commission may by Rule
5 specify.

6 H. The notice of proposed rulemaking shall include:

7 1. The time, date, and location of the public hearing at
8 which the Commission will hear public comments on the
9 proposed Rule and, if different, the time, date, and location
10 of the meeting where the Commission will consider and vote on
11 the proposed Rule;

12 2. If the hearing is held via telecommunication, video
13 conference, or other electronic means, the Commission shall
14 include the mechanism for access to the hearing in the notice
15 of proposed rulemaking;

16 3. The text of the proposed Rule and the reason
17 therefor;

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

20 5. The manner in which interested persons may submit
21 written comments.

22 I. All hearings will be recorded. A copy of the recording
23 and all written comments and documents received by the
24 Commission in response to the proposed Rule shall be available
25 to the public.

26 J. Nothing in this section shall be construed as requiring a
27 separate hearing on each Rule. Rules may be grouped for the
28 convenience of the Commission at hearings required by this
29 section.

30 K. The Commission shall, by majority vote of all

1 Commissioners, take final action on the proposed Rule based on
2 the rulemaking record and the full text of the Rule.

3 1. The Commission may adopt changes to the proposed Rule
4 provided the changes are consistent with the original purpose
5 of the proposed Rule.

6 2. The Commission shall provide an explanation of the
7 reasons for substantive changes made to the proposed Rule as
8 well as reasons for substantive changes not made that were
9 recommended by commenters.

10 3. The Commission shall determine a reasonable effective
11 date for the Rule. Except for an emergency as provided in
12 Section 9.L, the effective date of the Rule shall be no
13 sooner than thirty (30) days after issuing the notice that it
14 adopted or amended the Rule.

15 L. Upon determination that an emergency exists, the
16 Commission may consider and adopt an emergency Rule with twenty-
17 four (24) hours' notice, and with opportunity to comment,
18 provided that the usual rulemaking procedures provided in the
19 Compact and in this section shall be retroactively applied to
20 the Rule as soon as reasonably possible, in no event later than
21 ninety (90) days after the effective date of the Rule. For the
22 purposes of this provision, an emergency Rule is one that must
23 be adopted immediately in order to:

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

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

27 3. Meet a deadline for the promulgation of a Rule that
28 is established by federal law or Rule; or

29 4. Protect public health and safety.

30 M. The Commission or an authorized committee of the

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

14 N. No Member State's rulemaking process or procedural
15 requirements shall apply to the Commission.

16 1. The Commission shall have no authority over any
17 Member State's rulemaking process or procedural requirements
18 that do not pertain to the Compact.

19 O. Nothing in this Compact, nor any Rule or regulation of
20 the Commission, shall be construed to limit, restrict, or in any
21 way reduce the ability of a Member State to enact and enforce
22 laws, regulations, or other Rules related to the Practice of
23 Respiratory Therapy in that State, where those laws,
24 regulations, or other Rules are not inconsistent with the
25 provisions of this Compact.

26 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

27 A. Oversight

28 1. The executive and judicial branches of State
29 government in each Member State shall enforce this Compact
30 and take all actions necessary and appropriate to implement

1 the Compact.

2 2. Venue is proper and judicial proceedings by or
3 against the Commission shall be brought solely and
4 exclusively in a court of competent jurisdiction where the
5 principal office of the Commission is located. The Commission
6 may waive venue and jurisdictional defenses to the extent it
7 adopts or consents to participate in alternative dispute
8 resolution proceedings. Nothing herein shall affect or limit
9 the selection or propriety of venue in any action against a
10 Licensee for professional malpractice, misconduct or any such
11 similar matter.

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

19 B. Default, Technical Assistance, and Termination

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

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

30 C. If a State in default fails to cure the default, the

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

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

16 E. A State that has been terminated is responsible for all
17 assessments, obligations, and liabilities incurred through the
18 effective date of termination, including obligations that extend
19 beyond the effective date of termination, if necessary.

20 F. Upon the termination of a State's membership from this
21 Compact, that State shall immediately provide notice to all
22 Licensees and Compact Privilege holders (of which the Commission
23 has a record) within that State of such termination. The
24 terminated State shall continue to recognize all licenses
25 granted pursuant to this Compact for a minimum of one hundred
26 eighty (180) days after the date of said notice of termination.

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

1 H. The defaulting State may appeal the action of the
2 Commission by petitioning the U.S. District Court for the
3 District of Columbia or the federal district where the
4 Commission has its principal offices. The prevailing party shall
5 be awarded all costs of such litigation, including reasonable
6 attorney's fees.

7 I. Dispute Resolution

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

11 2. The Commission shall promulgate a Rule providing for
12 both mediation and binding dispute resolution for disputes,
13 as appropriate.

14 J. Enforcement

15 1. By majority vote, as may be further provided by Rule,
16 the Commission may initiate legal action against a Member
17 State in default in the United States District Court for the
18 District of Columbia or the federal district where the
19 Commission has its principal offices to enforce compliance
20 with the provisions of the Compact and its promulgated Rules.
21 A Member State by enactment of this Compact consents to venue
22 and jurisdiction in such court for the purposes set forth
23 herein. The relief sought may include both injunctive relief
24 and damages. In the event judicial enforcement is necessary,
25 the prevailing party shall be awarded all costs of such
26 litigation, including reasonable attorney's fees. The
27 remedies herein shall not be the exclusive remedies of the
28 Commission. The Commission may pursue any other remedies
29 available under federal or the defaulting Member State's law.

30 2. A Member State may initiate legal action against the

1 Commission in the U.S. District Court for the District of
2 Columbia or the federal district where the Commission has its
3 principal offices to enforce compliance with the provisions
4 of the Compact and its promulgated Rules. The relief sought
5 may include both injunctive relief and damages. In the event
6 judicial enforcement is necessary, the prevailing party shall
7 be awarded all costs of such litigation, including reasonable
8 attorney's fees.

9 3. No person other than a Member State shall enforce
10 this Compact against the Commission.

11 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

12 A. The Compact shall come into effect on the date on which
13 the Compact statute is enacted into law in the seventh Member
14 State ("Effective Date").

15 1. On or after the Effective Date of the Compact, the
16 Commission shall convene and review the enactment of each of
17 the first seven Member States ("Charter Member States") to
18 determine if the statute enacted by each such Charter Member
19 State is materially different than the Model Compact.

20 a. A Charter Member State whose enactment is found
21 to be materially different from the Model Compact shall
22 be entitled to the default process set forth in Section
23 10.

24 b. If any Member State is later found to be in
25 default, or is terminated or withdraws from the Compact,
26 the Commission shall remain in existence and the Compact
27 shall remain in effect even if the number of Member
28 States should be less than seven.

29 2. Member States enacting the Compact subsequent to the
30 seven initial Charter Member States shall be subject to the

1 process set forth herein and Commission Rule to determine if
2 their enactments are materially different from the Model
3 Compact and whether they qualify for participation in the
4 Compact.

5 3. All actions taken for the benefit of the Commission
6 or in furtherance of the purposes of the administration of
7 the Compact prior to the effective date of the Compact or the
8 Commission coming into existence shall be considered to be
9 actions of the Commission unless specifically repudiated by
10 the Commission. The Commission shall own and have all rights
11 to any intellectual property developed on behalf or in
12 furtherance of the Commission by individuals or entities
13 involved in organizing or establishing the Commission, as may
14 be further set forth in Rules of the Commission.

15 4. Any State that joins the Compact subsequent to the
16 Commission's initial adoption of the Rules and bylaws shall
17 be subject to the Rules and bylaws as they exist on the date
18 on which the Compact becomes law in that State. Any Rule that
19 has been previously adopted by the Commission shall have the
20 full force and effect of law on the date the Compact becomes
21 law in that State.

22 B. Any Member State may withdraw from this Compact by
23 enacting a statute repealing the same.

24 1. A Member State's withdrawal shall not take effect
25 until one hundred eighty (180) days after enactment of the
26 repealing statute.

27 2. Withdrawal shall not affect the continuing
28 requirement of the withdrawing State's Respiratory Therapy
29 Licensing Authority to comply with the investigative and
30 Adverse Action reporting requirements of this Compact prior

1 to the effective date of withdrawal.

2 3. Upon the enactment of a statute withdrawing from this
3 Compact, a State shall immediately provide notice of such
4 withdrawal to all Licensees and Compact Privilege holders (of
5 which the Commission has a record) within that State.

6 Notwithstanding any subsequent statutory enactment to the
7 contrary, such withdrawing State shall continue to recognize
8 all licenses granted pursuant to this Compact for a minimum
9 of one hundred eighty (180) days after the date of such
10 notice of withdrawal.

11 C. Nothing contained in this Compact shall be construed to
12 invalidate or prevent any licensure agreement or other
13 cooperative arrangement between a Member State and a non-Member
14 State that does not conflict with the provisions of this
15 Compact.

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

20 SECTION 12. CONSTRUCTION AND SEVERABILITY

21 A. This Compact and the Commission's rulemaking authority
22 shall be liberally construed so as to effectuate the purposes
23 and the implementation and administration of the Compact.
24 Provisions of the Compact expressly authorizing or requiring the
25 promulgation of Rules shall not be construed to limit the
26 Commission's rulemaking authority solely for those purposes.

27 B. The provisions of this Compact shall be severable, and if
28 any phrase, clause, sentence or provision of this Compact is
29 held by a court of competent jurisdiction to be contrary to the
30 constitution of any Member State, a State seeking participation

1 in the Compact, or of the United States, or the applicability
2 thereof to any government, agency, person or circumstance is
3 held to be unconstitutional by a court of competent
4 jurisdiction, the validity of the remainder of this Compact and
5 the applicability thereof to any other government, agency,
6 person or circumstance shall not be affected thereby.

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

17 SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE
18 LAWS

19 A. Nothing herein shall prevent or inhibit the enforcement
20 of any other law of a Member State that is not inconsistent with
21 the Compact.

22 B. Any laws, statutes, regulations, or other legal
23 requirements in a Member State in conflict with the Compact are
24 superseded to the extent of the conflict, including any
25 subsequently enacted State laws.

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

28 D. Other than as expressly set forth herein, nothing in this
29 Compact will impact initial licensure.

30 Section 3. Operation.

1 (a) Conditions.--When the Governor executes the Respiratory
2 Care Interstate Compact on behalf of this State and files a
3 verified copy with the Secretary of the Commonwealth and when
4 the compact is ratified by one or more other states, districts
5 or territories of the United States, the compact shall become
6 operative and effective between this State and the other states,
7 districts or territories of the United States. The Governor is
8 authorized and directed to take action as may be necessary to
9 complete the exchange of official documents between this State
10 and any other state, district or territory of the United States
11 ratifying the compact.

12 (b) Notice in Pennsylvania Bulletin.--The Secretary of the
13 Commonwealth shall transmit notice to the Legislative Reference
14 Bureau for publication in the next available issue of the
15 Pennsylvania Bulletin when the conditions specified in
16 subsection (a) are satisfied. The notice shall include the date
17 on which the compact became effective and operative between this
18 State and any other states, districts or territories of the
19 United States in accordance with this act.

20 Section 4. Compensation and expenses of compact commissioner.

21 A compact commissioner who represents this State, as provided
22 for in section 7 of the Respiratory Care Interstate Compact,
23 shall not be entitled to any additional compensation for the
24 duties and responsibilities as compact commissioner but shall be
25 entitled to reimbursement for reasonable expenses actually
26 incurred in connection with the duties and responsibilities as
27 compact commissioner in the same manner as for expenses incurred
28 in connection with other duties and responsibilities of the
29 individual's office or employment.

30 Section 5. Effective date.

1 This act shall take effect in one year.