
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2852 Session of
2022

INTRODUCED BY O'MARA, McNEILL, MADDEN, HOHENSTEIN, ROZZI,
GUENST, SANCHEZ, DELLOSO, HOWARD, STURLA, HILL-EVANS, SAPPEY,
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SEPTEMBER 26, 2022

REFERRED TO COMMITTEE ON PROFESSIONAL LICENSURE,
SEPTEMBER 26, 2022

AN ACT

1 Authorizing the Commonwealth of Pennsylvania to join the
2 Counseling Compact; and providing for the form of the
3 compact.

4 The General Assembly of the Commonwealth of Pennsylvania
5 hereby enacts as follows:

6 Section 1. Short title.

7 This act shall be known and may be cited as the Counseling
8 Compact Legislation Act.

9 Section 2. Authority to execute compact.

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

15 COUNSELING COMPACT MODEL LEGISLATION

16 SECTION 1: PURPOSE

17 The purpose of this Compact is to facilitate interstate practice

1 of Licensed Professional Counselors with the goal of improving
2 public access to Professional Counseling services. The practice
3 of Professional Counseling occurs in the State where the client
4 is located at the time of the counseling services. The Compact
5 preserves the regulatory authority of States to protect public
6 health and safety through the current system of State licensure.
7 This Compact is designed to achieve the following objectives:

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

11 B. Enhance the States' ability to protect the public's
12 health and safety;

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

15 D. Support spouses of relocating Active Duty Military
16 personnel;

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

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

21 G. Support the uniformity of Professional Counseling
22 licensure requirements throughout the States to promote public
23 safety and public health benefits;

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

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

1 J. Provide opportunities for interstate practice by Licensed
2 Professional Counselors who meet uniform licensure requirements.

3 SECTION 2. DEFINITIONS

4 As used in this Compact, and except as otherwise provided, the
5 following definitions shall apply:

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

10 B. "Adverse Action" means any administrative, civil,
11 equitable or criminal action permitted by a State's laws which
12 is imposed by a licensing board or other authority against a
13 Licensed Professional Counselor, including actions against an
14 individual's license or Privilege to Practice such as
15 revocation, suspension, probation, monitoring of the licensee,
16 limitation on the licensee's practice, or any other Encumbrance
17 on licensure affecting a Licensed Professional Counselor's
18 authorization to practice, including issuance of a cease and
19 desist action.

20 C. "Alternative Program" means a non-disciplinary monitoring
21 or practice remediation process approved by a Professional
22 Counseling Licensing Board to address Impaired Practitioners.

23 D. "Continuing Competence/Education" means a requirement, as
24 a condition of license renewal, to provide evidence of
25 participation in, and/or completion of, educational and
26 professional activities relevant to practice or area of work.

27 E. "Counseling Compact Commission" or "Commission" means the
28 national administrative body whose membership consists of all
29 States that have enacted the Compact.

30 F. "Current Significant Investigative Information" means:

1 1. Investigative Information that a Licensing Board,
2 after a preliminary inquiry that includes notification and an
3 opportunity for the Licensed Professional Counselor to
4 respond, if required by State law, has reason to believe is
5 not groundless and, if proved true, would indicate more than
6 a minor infraction; or

7 2. Investigative Information that indicates that the
8 Licensed Professional Counselor represents an immediate
9 threat to public health and safety regardless of whether the
10 Licensed Professional Counselor has been notified and had an
11 opportunity to respond.

12 G. "Data System" means a repository of information about
13 Licensees, including, but not limited to, continuing education,
14 examination, licensure, investigative, Privilege to Practice and
15 Adverse Action information.

16 H. "Encumbered License" means a license in which an Adverse
17 Action restricts the practice of licensed Professional
18 Counseling by the Licensee and said Adverse Action has been
19 reported to the National Practitioners Data Bank (NPDB).

20 I. "Encumbrance" means a revocation or suspension of, or any
21 limitation on, the full and unrestricted practice of Licensed
22 Professional Counseling by a Licensing Board.

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

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

28 L. "Impaired Practitioner" means an individual who has a
29 condition(s) that may impair their ability to practice as a
30 Licensed Professional Counselor without some type of

1 intervention and may include, but are not limited to, alcohol
2 and drug dependence, mental health impairment, and neurological
3 or physical impairments.

4 M. "Investigative Information" means information, records,
5 and documents received or generated by a Professional Counseling
6 Licensing Board pursuant to an investigation.

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

11 O. "Licensed Professional Counselor" means a counselor
12 licensed by a Member State, regardless of the title used by that
13 State, to independently assess, diagnose, and treat behavioral
14 health conditions.

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

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

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

23 S. "Privilege to Practice" means a legal authorization,
24 which is equivalent to a license, permitting the practice of
25 Professional Counseling in a Remote State.

26 T. "Professional Counseling" means the assessment,
27 diagnosis, and treatment of behavioral health conditions by a
28 Licensed Professional Counselor.

29 U. "Remote State" means a Member State other than the Home
30 State, where a Licensee is exercising or seeking to exercise the

1 Privilege to Practice.

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

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

8 X. "State" means any state, commonwealth, district, or
9 territory of the United States of America that regulates the
10 practice of Professional Counseling.

11 Y. "Telehealth" means the application of telecommunication
12 technology to deliver Professional Counseling services remotely
13 to assess, diagnose, and treat behavioral health conditions.

14 Z. "Unencumbered License" means a license that authorizes a
15 Licensed Professional Counselor to engage in the full and
16 unrestricted practice of Professional Counseling.

17 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

19 1. License and regulate Licensed Professional
20 Counselors;

21 2. Require Licensees to pass a nationally recognized
22 exam approved by the Commission;

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

27 a. Professional Counseling Orientation and Ethical
28 Practice;

29 b. Social and Cultural Diversity;

30 c. Human Growth and Development;

- 1 d. Career Development;
- 2 e. Counseling and Helping Relationships;
- 3 f. Group Counseling and Group Work;
- 4 g. Diagnosis and Treatment; Assessment and Testing;
- 5 h. Research and Program Evaluation; and
- 6 i. Other areas as determined by the Commission.

7 4. Require Licensees to complete a supervised
8 postgraduate professional experience as defined by the
9 Commission;

10 5. Have a mechanism in place for receiving and
11 investigating complaints about Licensees.

12 B. A Member State shall:

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

16 2. Notify the Commission, in compliance with the terms
17 of the Compact and Rules, of any Adverse Action or the
18 availability of Investigative Information regarding a
19 Licensee;

20 3. Implement or utilize procedures for considering the
21 criminal history records of applicants for an initial
22 Privilege to Practice. These procedures shall include the
23 submission of fingerprints or other biometric-based
24 information by applicants for the purpose of obtaining an
25 applicant's criminal history record information from the
26 Federal Bureau of Investigation and the agency responsible
27 for retaining that State's criminal records;

28 a. A member state must fully implement a criminal
29 background check requirement, within a time frame
30 established by rule, by receiving the results of the

1 Federal Bureau of Investigation record search and shall
2 use the results in making licensure decisions.

3 b. Communication between a Member State, the
4 Commission and among Member States regarding the
5 verification of eligibility for licensure through the
6 Compact shall not include any information received from
7 the Federal Bureau of Investigation relating to a federal
8 criminal records check performed by a Member State under
9 Public Law 92-544.

10 4. Comply with the Rules of the Commission;

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

15 6. Grant the Privilege to Practice to a Licensee holding
16 a valid Unencumbered License in another Member State in
17 accordance with the terms of the Compact and Rules; and

18 7. Provide for the attendance of the State's
19 commissioner to the Counseling Compact Commission meetings.

20 C. Member States may charge a fee for granting the Privilege
21 to Practice.

22 D. Individuals not residing in a Member State shall continue
23 to be able to apply for a Member State's Single State License as
24 provided under the laws of each Member State. However, the
25 Single State License granted to these individuals shall not be
26 recognized as granting a Privilege to Practice Professional
27 Counseling in any other Member State.

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

1 F. A license issued to a Licensed Professional Counselor by
2 a Home State to a resident in that State shall be recognized by
3 each Member State as authorizing a Licensed Professional
4 Counselor to practice Professional Counseling, under a Privilege
5 to Practice, in each Member State.

6 SECTION 4. PRIVILEGE TO PRACTICE

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

9 1. Hold a license in the Home State;

10 2. Have a valid United States Social Security Number or
11 National Practitioner Identifier;

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

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

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

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

21 7. Meet any Continuing Competence/Education requirements
22 established by the Home State;

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

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

30 B. The Privilege to Practice is valid until the expiration

1 date of the Home State license. The Licensee must comply with
2 the requirements of Section 4(A) to maintain the Privilege to
3 Practice in the Remote State.

4 C. A Licensee providing Professional Counseling in a Remote
5 State under the Privilege to Practice shall adhere to the laws
6 and regulations of the Remote State.

7 D. A Licensee providing Professional Counseling services in
8 a Remote State is subject to that State's regulatory authority.
9 A Remote State may, in accordance with due process and that
10 State's laws, remove a Licensee's Privilege to Practice in the
11 Remote State for a specific period of time, impose fines, and/or
12 take any other necessary actions to protect the health and
13 safety of its citizens. The Licensee may be ineligible for a
14 Privilege to Practice in any Member State until the specific
15 time for removal has passed and all fines are paid.

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

- 19 1. The Home State license is no longer encumbered; and
- 20 2. Have not had any Encumbrance or restriction against
21 any license or Privilege to Practice within the previous two
22 (2) years.

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

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

- 30 1. The specific period of time for which the Privilege

1 to Practice was removed has ended;

2 2. All fines have been paid; and

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

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

9 SECTION 5: OBTAINING A NEW HOME STATE LICENSE BASED ON A
10 PRIVILEGE TO PRACTICE

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

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

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

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

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

1 b. other criminal background check as required by
2 the new Home State; and
3 c. completion of any requisite Jurisprudence
4 Requirements of the new Home State.

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

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

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

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

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

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

28 SECTION 6. ACTIVE DUTY MILITARY PERSONNEL OR THEIR SPOUSES

29 Active Duty Military personnel, or their spouse, shall
30 designate a Home State where the individual has a current

1 license in good standing. The individual may retain the Home
2 State designation during the period the service member is on
3 active duty. Subsequent to designating a Home State, the
4 individual shall only change their Home State through
5 application for licensure in the new State, or through the
6 process outlined in Section 5.

7 SECTION 7. COMPACT PRIVILEGE TO PRACTICE TELEHEALTH

8 A. Member States shall recognize the right of a Licensed
9 Professional Counselor, licensed by a Home State in accordance
10 with Section 3 and under Rules promulgated by the Commission, to
11 practice Professional Counseling in any Member State via
12 Telehealth under a Privilege to Practice as provided in the
13 Compact and Rules promulgated by the Commission.

14 B. A Licensee providing Professional Counseling services in
15 a Remote State under the Privilege to Practice shall adhere to
16 the laws and regulations of the Remote State.

17 SECTION 8. ADVERSE ACTIONS

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

21 1. Take Adverse Action against a Licensed Professional
22 Counselor's Privilege to Practice within that Member State,
23 and

24 2. Issue subpoenas for both hearings and investigations
25 that require the attendance and testimony of witnesses as
26 well as the production of evidence. Subpoenas issued by a
27 Licensing Board in a Member State for the attendance and
28 testimony of witnesses or the production of evidence from
29 another Member State shall be enforced in the latter State by
30 any court of competent jurisdiction, according to the

1 practice and procedure of that court applicable to subpoenas
2 issued in proceedings pending before it. The issuing
3 authority shall pay any witness fees, travel expenses,
4 mileage, and other fees required by the service statutes of
5 the State in which the witnesses or evidence are located.

6 3. Only the Home State shall have the power to take
7 Adverse Action against a Licensed Professional Counselor's
8 license issued by the Home State.

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

14 C. The Home State shall complete any pending investigations
15 of a Licensed Professional Counselor who changes primary State
16 of residence during the course of the investigations. The Home
17 State shall also have the authority to take appropriate
18 action(s) and shall promptly report the conclusions of the
19 investigations to the administrator of the Data System. The
20 administrator of the coordinated licensure information system
21 shall promptly notify the new Home State of any Adverse Actions.

22 D. A Member State, if otherwise permitted by State law, may
23 recover from the affected Licensed Professional Counselor the
24 costs of investigations and dispositions of cases resulting from
25 any Adverse Action taken against that Licensed Professional
26 Counselor.

27 E. A Member State may take Adverse Action based on the
28 factual findings of the Remote State, provided that the Member
29 State follows its own procedures for taking the Adverse Action.

30 F. Joint Investigations:

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

6 2. Member States shall share any investigative,
7 litigation, or compliance materials in furtherance of any
8 joint or individual investigation initiated under the
9 Compact.

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

20 H. If a Member State takes Adverse Action, it shall promptly
21 notify the administrator of the Data System. The administrator
22 of the Data System shall promptly notify the Home State of any
23 Adverse Actions by Remote States.

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

27 SECTION 9. ESTABLISHMENT OF COUNSELING COMPACT COMMISSION

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

30 1. The Commission is an instrumentality of the Compact

1 States.

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.

9 3. Nothing in this Compact shall be construed to be a
10 waiver of sovereign immunity.

11 B. Membership, Voting, and Meetings

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

14 2. The delegate shall be either:

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

18 b. An administrator of the Licensing Board.

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

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

24 5. Each delegate shall be entitled to one (1) vote with
25 regard to the promulgation of Rules and creation of bylaws
26 and shall otherwise have an opportunity to participate in the
27 business and affairs of the Commission.

28 6. A delegate shall vote in person or by such other
29 means as provided in the bylaws. The bylaws may provide for
30 delegates' participation in meetings by telephone or other

1 means of communication.

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

5 8. The Commission shall by Rule establish a term of
6 office for delegates and may by Rule establish term limits.

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

9 1. Establish the fiscal year of the Commission;

10 2. Establish bylaws;

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

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

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

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

21 7. Purchase and maintain insurance and bonds;

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

25 9. Hire employees, elect or appoint officers, fix
26 compensation, define duties, grant such individuals
27 appropriate authority to carry out the purposes of the
28 Compact, and establish the Commission's personnel policies
29 and programs relating to conflicts of interest,
30 qualifications of personnel, and other related personnel

1 matters;

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

7 11. Lease, purchase, accept appropriate gifts or
8 donations of, or otherwise to own, hold, improve or use, any
9 property, real, personal or mixed; provided that at all times
10 the Commission shall avoid any appearance of impropriety;

11 12. Sell convey, mortgage, pledge, lease, exchange,
12 abandon, or otherwise dispose of any property real, personal,
13 or mixed;

14 13. Establish a budget and make expenditures;

15 14. Borrow money;

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

21 16. Provide and receive information from, and cooperate
22 with, law enforcement agencies;

23 17. Establish and elect an Executive Committee; and

24 18. Perform such other functions as may be necessary or
25 appropriate to achieve the purposes of this Compact
26 consistent with the State regulation of Professional
27 Counseling licensure and practice.

28 D. The Executive Committee

29 1. The Executive Committee shall have the power to act
30 on behalf of the Commission according to the terms of this

1 Compact.

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

4 a. Seven voting members who are elected by the
5 Commission from the current membership of the Commission;
6 and

7 b. Up to four (4) ex-officio, nonvoting members from
8 four (4) recognized national professional counselor
9 organizations.

10 c. The ex-officio members will be selected by their
11 respective organizations.

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

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

15 5. The Executive Committee shall have the following
16 duties and responsibilities:

17 a. Recommend to the entire Commission changes to the
18 Rules or bylaws, changes to this Compact legislation,
19 fees paid by Compact Member States such as annual dues,
20 and any Commission Compact fee charged to Licensees for
21 the Privilege to Practice;

22 b. Ensure Compact administration services are
23 appropriately provided, contractual or otherwise;

24 c. Prepare and recommend the budget;

25 d. Maintain financial records on behalf of the
26 Commission;

27 e. Monitor Compact compliance of Member States and
28 provide compliance reports to the Commission;

29 f. Establish additional committees as necessary; and

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

1 E. Meetings of the Commission

2 1. All meetings shall be open to the public, and public
3 notice of meetings shall be given in the same manner as
4 required under the Rulemaking provisions in Section 11.

5 2. The Commission or the Executive Committee or other
6 committees of the Commission may convene in a closed, non-
7 public meeting if the Commission or Executive Committee or
8 other committees of the Commission must discuss:

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

11 b. The employment, compensation, discipline or other
12 matters, practices or procedures related to specific
13 employees or other matters related to the Commission's
14 internal personnel practices and procedures;

15 c. Current, threatened, or reasonably anticipated
16 litigation;

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

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

21 f. Disclosure of trade secrets or commercial or
22 financial information that is privileged or confidential;

23 g. Disclosure of information of a personal nature
24 where disclosure would constitute a clearly unwarranted
25 invasion of personal privacy;

26 h. Disclosure of investigative records compiled for
27 law enforcement purposes;

28 i. Disclosure of information related to any
29 investigative reports prepared by or on behalf of or for
30 use of the Commission or other committee charged with

1 responsibility of investigation or determination of
2 compliance issues pursuant to the Compact; or

3 j. Matters specifically exempted from disclosure by
4 federal or Member State statute.

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

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

18 F. Financing of the Commission

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

22 2. The Commission may accept any and all appropriate
23 revenue sources, donations, and grants of money, equipment,
24 supplies, materials, and services.

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

1 aggregate annual assessment amount shall be allocated based
2 upon a formula to be determined by the Commission, which
3 shall promulgate a Rule binding upon all Member States.

4 4. The Commission shall not incur obligations of any
5 kind prior to securing the funds adequate to meet the same;
6 nor shall the Commission pledge the credit of any of the
7 Member States, except by and with the authority of the Member
8 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 audit and accounting
12 procedures established under its bylaws. However, all
13 receipts and disbursements of funds handled by the Commission
14 shall be audited yearly by a certified or licensed public
15 accountant, and the report of the audit shall be included in
16 and become part of the annual report of the Commission.

17 G. Qualified Immunity, Defense, and Indemnification

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

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

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

26 SECTION 10. DATA SYSTEM

27 A. The Commission shall provide for the development,
28 maintenance, operation, and utilization of a coordinated
29 database and reporting system containing licensure, Adverse
30 Action, and Investigative Information on all licensed

1 individuals in Member States.

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

7 1. Identifying information;

8 2. Licensure data;

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

11 4. Non-confidential information related to Alternative
12 Program participation;

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

15 6. Current Significant Investigative Information; and

16 7. Other information that may facilitate the
17 administration of this Compact, as determined by the Rules of
18 the Commission.

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

21 D. The Commission shall promptly notify all Member States of
22 any Adverse Action taken against a Licensee or an individual
23 applying for a license. Adverse Action information pertaining to
24 a Licensee in any Member State will be available to any other
25 Member State.

26 E. Member States contributing information to the Data System
27 may designate information that may not be shared with the public
28 without the express permission of the contributing State.

29 F. Any information submitted to the Data System that is
30 subsequently required to be expunged by the laws of the Member

1 State contributing the information shall be removed from the
2 Data System.

3 SECTION 11. RULEMAKING

4 A. The Commission shall promulgate reasonable Rules in order
5 to effectively and efficiently achieve the purpose of the
6 Compact. Notwithstanding the foregoing, in the event the
7 Commission exercises its Rulemaking authority in a manner that
8 is beyond the scope of the purposes of the Compact, or the
9 powers granted hereunder, then such an action by the Commission
10 shall be invalid and have no force or effect.

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

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

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

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

27 1. On the website of the Commission or other publicly
28 accessible platform; and

29 2. On the website of each Member State Professional
30 Counseling Licensing Board or other publicly accessible

1 platform or the publication in which each State would
2 otherwise publish proposed Rules.

3 F. The Notice of Proposed Rulemaking shall include:

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

6 2. The text of the proposed Rule or amendment and the
7 reason for the proposed Rule;

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

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

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

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

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

20 2. A State or federal governmental subdivision or
21 agency; or

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

24 I. If a hearing is held on the proposed Rule or amendment,
25 the Commission shall publish the place, time, and date of the
26 scheduled public hearing. If the hearing is held via electronic
27 means, the Commission shall publish the mechanism for access to
28 the electronic hearing.

29 1. All persons wishing to be heard at the hearing shall
30 notify the executive director of the Commission or other

1 designated member in writing of their desire to appear and
2 testify at the hearing not less than five (5) business days
3 before the scheduled date of the hearing.

4 2. Hearings shall be conducted in a manner providing
5 each person who wishes to comment a fair and reasonable
6 opportunity to comment orally or in writing.

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

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

13 J. Following the scheduled hearing date, or by the close of
14 business on the scheduled hearing date if the hearing was not
15 held, the Commission shall consider all written and oral
16 comments received.

17 K. If no written notice of intent to attend the public
18 hearing by interested parties is received, the Commission may
19 proceed with promulgation of the proposed Rule without a public
20 hearing.

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

25 M. Upon determination that an emergency exists, the
26 Commission may consider and adopt an emergency Rule without
27 prior notice, opportunity for comment, or hearing, provided that
28 the usual Rulemaking procedures provided in the Compact and in
29 this section shall be retroactively applied to the Rule as soon
30 as reasonably possible, in no event later than ninety (90) days

1 after the effective date of the Rule. For the purposes of this
2 provision, an emergency Rule is one that must be adopted
3 immediately in order to:

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

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

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

10 4. Protect public health and safety.

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

25 SECTION 12. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

26 A. Oversight

27 1. The executive, legislative, and judicial branches of
28 State government in each Member State shall enforce this
29 Compact and take all actions necessary and appropriate to
30 effectuate the Compact's purposes and intent. The provisions

1 of this Compact and the Rules promulgated hereunder shall
2 have standing as statutory law.

3 2. All courts shall take judicial notice of the Compact
4 and the Rules in any judicial or administrative proceeding in
5 a Member State pertaining to the subject matter of this
6 Compact which may affect the powers, responsibilities, or
7 actions of the Commission.

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

14 B. Default, Technical Assistance, and Termination

15 1. If the Commission determines that a Member State has
16 defaulted in the performance of its obligations or
17 responsibilities under this Compact or the promulgated Rules,
18 the Commission shall:

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

23 b. Provide remedial training and specific technical
24 assistance regarding the default.

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

1 liabilities incurred during the period of default.

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

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

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

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

22 H. Dispute Resolution

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

26 2. The Commission shall promulgate a Rule providing for
27 both mediation and binding dispute resolution for disputes as
28 appropriate.

29 I. Enforcement

30 1. The Commission, in the reasonable exercise of its

1 discretion, shall enforce the provisions and Rules of this
2 Compact.

3 2. By majority vote, the Commission may initiate legal
4 action in the United States District Court for the District
5 of Columbia or the federal district where the Commission has
6 its principal offices against a Member State in default to
7 enforce compliance with the provisions of the Compact and its
8 promulgated Rules and bylaws. The relief sought may include
9 both injunctive relief and damages. In the event judicial
10 enforcement is necessary, the prevailing member shall be
11 awarded all costs of such litigation, including reasonable
12 attorney's fees.

13 3. The remedies herein shall not be the exclusive
14 remedies of the Commission. The Commission may pursue any
15 other remedies available under federal or State law.

16 SECTION 13. DATE OF IMPLEMENTATION OF THE COUNSELING COMPACT
17 COMMISSION AND ASSOCIATED RULES, WITHDRAWAL, AND AMENDMENT

18 A. The Compact shall come into effect on the date on which
19 the Compact statute is enacted into law in the tenth Member
20 State. The provisions, which become effective at that time,
21 shall be limited to the powers granted to the Commission
22 relating to assembly and the promulgation of Rules. Thereafter,
23 the Commission shall meet and exercise Rulemaking powers
24 necessary to the implementation and administration of the
25 Compact.

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

1 the day the Compact becomes law in that State.

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

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

7 2. Withdrawal shall not affect the continuing
8 requirement of the withdrawing State's Professional
9 Counseling Licensing Board to comply with the investigative
10 and Adverse Action reporting requirements of this act prior
11 to the effective date of withdrawal.

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

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

21 SECTION 14. CONSTRUCTION AND SEVERABILITY

22 This Compact shall be liberally construed so as to effectuate
23 the purposes thereof. The provisions of this Compact shall be
24 severable and if any phrase, clause, sentence or provision of
25 this Compact is declared to be contrary to the constitution of
26 any Member State or of the United States or the applicability
27 thereof to any government, agency, person or circumstance is
28 held invalid, the validity of the remainder of this Compact and
29 the applicability thereof to any government, agency, person or
30 circumstance shall not be affected thereby. If this Compact

1 shall be held contrary to the constitution of any Member State,
2 the Compact shall remain in full force and effect as to the
3 remaining Member States and in full force and effect as to the
4 Member State affected as to all severable matters.

5 SECTION 15. BINDING EFFECT OF COMPACT AND OTHER LAWS

6 A. A Licensee providing Professional Counseling services in
7 a Remote State under the Privilege to Practice shall adhere to
8 the laws and regulations, including scope of practice, of the
9 Remote State.

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

12 C. Any laws in a Member State in conflict with the Compact
13 are superseded to the extent of the conflict.

14 D. Any lawful actions of the Commission, including all Rules
15 and bylaws properly promulgated by the Commission, are binding
16 upon the Member States.

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

19 F. In the event any provision of the Compact exceeds the
20 constitutional limits imposed on the legislature of any Member
21 State, the provision shall be ineffective to the extent of the
22 conflict with the constitutional provision in question in that
23 Member State.

24 Section 3. Effective date.

25 This act shall take effect in 60 days.