

SENATE BILL 238

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6lr2236
CF HB 340

By: **Senator Augustine**

Introduced and read first time: January 15, 2026

Assigned to: Education, Energy, and the Environment

Committee Report: Favorable

Senate action: Adopted

Read second time: February 20, 2026

CHAPTER _____

1 AN ACT concerning

2 **School Psychologist Interstate Licensure Compact**

3 FOR the purpose of entering into the School Psychologist Interstate Licensure Compact for
4 the purpose of authorizing licensed school psychologists who hold multistate licenses
5 to provide school psychological services in member states; establishing requirements
6 for multistate licensure; establishing the School Psychologist Interstate Licensure
7 Compact Commission; providing for the withdrawal from the Compact; and generally
8 relating to the School Psychologist Interstate Licensure Compact.

9 BY adding to

10 Article – Education

11 Section 25–401 and 25–402 to be under the new subtitle “Subtitle 4. School
12 Psychologist Interstate Licensure Compact”

13 Annotated Code of Maryland

14 (2022 Replacement Volume and 2025 Supplement)

15 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
16 That the Laws of Maryland read as follows:

17 **Article – Education**

18 **SUBTITLE 4. SCHOOL PSYCHOLOGIST INTERSTATE LICENSURE COMPACT.**

19 **25–401.**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 **THE SCHOOL PSYCHOLOGIST INTERSTATE LICENSURE COMPACT IS HEREBY**
2 **ENACTED INTO LAW AND ENTERED INTO LAW BY THIS STATE WITH ALL STATES**
3 **LEGALLY JOINING IT, IN THE FORM SUBSTANTIALLY AS IT APPEARS IN § 25-402 OF**
4 **THIS SUBTITLE.**

5 **25-402.**

6 **SCHOOL PSYCHOLOGIST INTERSTATE LICENSURE COMPACT.**

7 **SECTION 1. PURPOSE.**

8 **THE PURPOSE OF THIS COMPACT IS TO FACILITATE THE INTERSTATE**
9 **PRACTICE OF SCHOOL PSYCHOLOGY IN EDUCATIONAL OR SCHOOL SETTINGS, AND**
10 **IN SO DOING TO IMPROVE THE AVAILABILITY OF SCHOOL PSYCHOLOGICAL**
11 **SERVICES TO THE PUBLIC. THIS COMPACT IS INTENDED TO ESTABLISH A PATHWAY**
12 **TO ALLOW SCHOOL PSYCHOLOGISTS TO OBTAIN EQUIVALENT LICENSES TO**
13 **PROVIDE SCHOOL PSYCHOLOGICAL SERVICES IN ANY MEMBER STATE. IN THIS**
14 **WAY, THIS COMPACT SHALL ENABLE THE MEMBER STATES TO ENSURE THAT SAFE**
15 **AND EFFECTIVE SCHOOL PSYCHOLOGICAL SERVICES ARE AVAILABLE AND**
16 **DELIVERED BY APPROPRIATELY QUALIFIED PROFESSIONALS IN THEIR**
17 **EDUCATIONAL SETTINGS.**

18 **TO FACILITATE THE OBJECTIVES DESCRIBED ABOVE, THIS COMPACT:**

19 **A. ENABLES SCHOOL PSYCHOLOGISTS WHO QUALIFY FOR RECEIPT OF AN**
20 **EQUIVALENT LICENSE TO PRACTICE IN OTHER MEMBER STATES WITHOUT FIRST**
21 **SATISFYING BURDENSOME AND DUPLICATIVE REQUIREMENTS;**

22 **B. PROMOTES THE MOBILITY OF SCHOOL PSYCHOLOGISTS BETWEEN AND**
23 **AMONG THE MEMBER STATES IN ORDER TO ADDRESS WORKFORCE SHORTAGES AND**
24 **TO ENSURE THAT SAFE AND RELIABLE SCHOOL PSYCHOLOGICAL SERVICES ARE**
25 **AVAILABLE IN EACH MEMBER STATE;**

26 **C. ENHANCES THE PUBLIC ACCESSIBILITY OF SCHOOL PSYCHOLOGICAL**
27 **SERVICES BY INCREASING THE AVAILABILITY OF QUALIFIED, LICENSED SCHOOL**
28 **PSYCHOLOGISTS THROUGH THE ESTABLISHMENT OF AN EFFICIENT AND**
29 **STREAMLINED PATHWAY FOR LICENSEES TO PRACTICE IN OTHER MEMBER STATES;**

30 **D. PRESERVES AND RESPECTS THE AUTHORITY OF EACH MEMBER STATE**
31 **TO PROTECT THE HEALTH AND SAFETY OF ITS RESIDENTS BY ENSURING THAT ONLY**
32 **QUALIFIED, LICENSED PROFESSIONALS ARE AUTHORIZED TO PROVIDE SCHOOL**
33 **PSYCHOLOGICAL SERVICES WITHIN THAT STATE;**

1 **E. REQUIRES SCHOOL PSYCHOLOGISTS PRACTICING WITHIN A MEMBER**
2 **STATE TO COMPLY WITH THE SCOPE OF PRACTICE LAWS PRESENT IN THE STATE**
3 **WHERE THE SCHOOL PSYCHOLOGICAL SERVICES ARE BEING PROVIDED;**

4 **F. PROMOTES COOPERATION BETWEEN THE MEMBER STATES IN**
5 **REGULATING THE PRACTICE OF SCHOOL PSYCHOLOGY WITHIN THOSE STATES; AND**

6 **G. FACILITATES THE RELOCATION OF MILITARY MEMBERS AND THEIR**
7 **SPOUSES WHO ARE LICENSED TO PROVIDE SCHOOL PSYCHOLOGICAL SERVICES.**

8 **SECTION 2. DEFINITIONS.**

9 **A. “ACTIVE MILITARY MEMBER” MEANS ANY PERSON WITH FULL-TIME**
10 **DUTY STATUS IN THE ARMED FORCES OF THE UNITED STATES, INCLUDING**
11 **MEMBERS OF THE NATIONAL GUARD AND RESERVE.**

12 **B. “ADVERSE ACTION” MEANS DISCIPLINARY ACTION OR ENCUMBRANCE**
13 **IMPOSED ON A LICENSE BY A STATE LICENSING AUTHORITY.**

14 **C. “ALTERNATIVE PROGRAM” MEANS A NON-DISCIPLINARY,**
15 **PROSECUTORIAL DIVERSION, MONITORING, OR PRACTICE REMEDIATION PROCESS**
16 **ENTERED INTO IN LIEU OF AN ADVERSE ACTION WHICH IS APPLICABLE TO A**
17 **SCHOOL PSYCHOLOGIST AND APPROVED BY THE STATE LICENSING AUTHORITY OF**
18 **A MEMBER STATE IN WHICH THE PARTICIPATING SCHOOL PSYCHOLOGIST IS**
19 **LICENSED. THIS INCLUDES, BUT IS NOT LIMITED TO, PROGRAMS TO WHICH**
20 **LICENSEES WITH SUBSTANCE ABUSE OR ADDICTION ISSUES MAY BE REFERRED IN**
21 **LIEU OF AN ADVERSE ACTION.**

22 **D. “COMMISSIONER” MEANS THE INDIVIDUAL APPOINTED BY A MEMBER**
23 **STATE TO SERVE AS THE REPRESENTATIVE TO THE COMMISSION FOR THAT**
24 **MEMBER STATE.**

25 **E. “COMPACT” MEANS THIS SCHOOL PSYCHOLOGIST INTERSTATE**
26 **LICENSURE COMPACT.**

27 **F. “CONTINUING PROFESSIONAL EDUCATION” MEANS A REQUIREMENT,**
28 **IMPOSED BY A MEMBER STATE AS A CONDITION OF LICENSE RENEWAL, TO PROVIDE**
29 **EVIDENCE OF SUCCESSFUL PARTICIPATION IN PROFESSIONAL EDUCATIONAL**
30 **ACTIVITIES RELEVANT TO THE PROVISION OF SCHOOL PSYCHOLOGICAL SERVICES.**

31 **G. “CRIMINAL BACKGROUND CHECK” MEANS THE SUBMISSION OF**
32 **FINGERPRINTS OR OTHER BIOMETRIC INFORMATION FOR A LICENSE APPLICANT**
33 **FOR THE PURPOSE OF OBTAINING THAT APPLICANT’S CRIMINAL HISTORY RECORD**

1 INFORMATION, AS DEFINED IN 28 C.F.R. § 20.3(D), AND THE STATE'S CRIMINAL
2 HISTORY RECORD REPOSITORY AS DEFINED IN 28 C.F.R. § 20.3(F).

3 H. "DOCTORAL LEVEL DEGREE" MEANS A GRADUATE DEGREE PROGRAM
4 THAT CONSISTS OF AT LEAST 90 GRADUATE SEMESTER HOURS IN THE FIELD OF
5 SCHOOL PSYCHOLOGY, INCLUDING A SUPERVISED INTERNSHIP.

6 I. "ENCUMBERED LICENSE" MEANS A LICENSE THAT A STATE LICENSING
7 AUTHORITY HAS LIMITED IN ANY WAY OTHER THAN THROUGH AN ALTERNATIVE
8 PROGRAM, INCLUDING TEMPORARY OR PROVISIONAL LICENSES.

9 J. "EXECUTIVE COMMITTEE" MEANS THE COMMISSION'S CHAIR, VICE
10 CHAIR, SECRETARY AND TREASURER AND ANY OTHER COMMISSIONERS AS MAY BE
11 DETERMINED BY COMMISSION RULE OR BYLAW.

12 K. "EQUIVALENT LICENSE" MEANS A LICENSE TO PRACTICE SCHOOL
13 PSYCHOLOGY THAT A MEMBER STATE HAS IDENTIFIED AS A LICENSE THAT MAY BE
14 PROVIDED TO SCHOOL PSYCHOLOGISTS FROM OTHER MEMBER STATES PURSUANT
15 TO THIS COMPACT.

16 L. "HOME STATE" MEANS THE MEMBER STATE THAT ISSUED THE HOME
17 STATE LICENSE TO THE LICENSEE AND IS THE LICENSEE'S PRIMARY STATE OF
18 PRACTICE.

19 M. "HOME STATE LICENSE" MEANS THE LICENSE THAT IS NOT AN
20 ENCUMBERED LICENSE ISSUED BY THE HOME STATE TO PROVIDE SCHOOL
21 PSYCHOLOGICAL SERVICES.

22 N. "LICENSE" MEANS A CURRENT LICENSE, CERTIFICATION, OR OTHER
23 AUTHORIZATION GRANTED BY A MEMBER STATE'S LICENSING AUTHORITY THAT
24 PERMITS AN INDIVIDUAL TO PROVIDE SCHOOL PSYCHOLOGICAL SERVICES.

25 O. "LICENSEE" MEANS AN INDIVIDUAL WHO HOLDS A LICENSE FROM A
26 MEMBER STATE TO PROVIDE SCHOOL PSYCHOLOGICAL SERVICES.

27 P. "MEMBER STATE" MEANS A STATE THAT HAS ENACTED THE COMPACT
28 AND BEEN ADMITTED TO THE COMMISSION IN ACCORDANCE WITH THE PROVISIONS
29 HEREIN AND COMMISSION RULES.

30 Q. "MODEL COMPACT" MEANS THE MODEL LANGUAGE FOR THE SCHOOL
31 PSYCHOLOGIST INTERSTATE LICENSURE COMPACT ON FILE WITH THE COUNCIL OF
32 STATE GOVERNMENTS OR OTHER ENTITY AS DESIGNATED BY THE COMMISSION.

1 **R. “PRACTICE OF SCHOOL PSYCHOLOGY” MEANS THE DELIVERY OF**
2 **SCHOOL PSYCHOLOGICAL SERVICES.**

3 **S. “QUALIFYING NATIONAL EXAM” MEANS A NATIONAL LICENSING**
4 **EXAMINATION ENDORSED BY THE NATIONAL ASSOCIATION OF SCHOOL**
5 **PSYCHOLOGISTS AND ANY OTHER EXAM AS APPROVED BY THE RULES OF THE**
6 **COMMISSION.**

7 **T. “QUALIFYING SCHOOL PSYCHOLOGIST EDUCATION PROGRAM” MEANS**
8 **AN EDUCATION PROGRAM THAT AWARDS A SPECIALIST-LEVEL OR**
9 **DOCTORAL-LEVEL DEGREE OR EQUIVALENT UPON COMPLETION AND IS APPROVED**
10 **BY THE RULES OF THE COMMISSION AS MEETING THE NECESSARY MINIMUM**
11 **EDUCATIONAL STANDARDS TO ENSURE THAT ITS GRADUATES ARE READY,**
12 **QUALIFIED, AND ABLE TO ENGAGE IN THE PRACTICE OF SCHOOL PSYCHOLOGY.**

13 **U. “REMOTE STATE” MEANS A MEMBER STATE OTHER THAN THE HOME**
14 **STATE WHERE A LICENSEE HOLDS A LICENSE THROUGH THE COMPACT.**

15 **V. “RULE” MEANS A REGULATION PROMULGATED BY AN ENTITY,**
16 **INCLUDING BUT NOT LIMITED TO THE COMMISSION AND THE STATE LICENSING**
17 **AUTHORITY OF EACH MEMBER STATE, THAT HAS THE FORCE OF LAW.**

18 **W. “SCHOOL PSYCHOLOGICAL SERVICES” MEANS ACADEMIC, MENTAL,**
19 **AND BEHAVIORAL HEALTH SERVICES, INCLUDING ASSESSMENT, PREVENTION,**
20 **CONSULTATION AND COLLABORATION, INTERVENTION, AND EVALUATION,**
21 **PROVIDED BY A SCHOOL PSYCHOLOGIST IN A SCHOOL AS OUTLINED IN APPLICABLE**
22 **PROFESSIONAL STANDARDS AS DETERMINED BY COMMISSION RULE.**

23 **X. “SCHOOL PSYCHOLOGIST” MEANS AN INDIVIDUAL WHO HAS MET THE**
24 **REQUIREMENTS TO OBTAIN A HOME STATE LICENSE THAT LEGALLY CONVEYS THE**
25 **PROFESSIONAL TITLE OF SCHOOL PSYCHOLOGIST, OR ITS EQUIVALENT AS**
26 **DETERMINED BY THE RULES OF THE COMMISSION.**

27 **Y. “SCHOOL PSYCHOLOGIST INTERSTATE LICENSURE COMPACT**
28 **COMMISSION” OR “COMMISSION” MEANS THE JOINT GOVERNMENT AGENCY**
29 **ESTABLISHED BY THIS COMPACT WHOSE MEMBERSHIP CONSISTS OF**
30 **REPRESENTATIVES FROM EACH MEMBER STATE THAT HAS ENACTED THE**
31 **COMPACT, AND AS FURTHER DESCRIBED IN SECTION 7.**

32 **Z. “SCOPE OF PRACTICE” MEANS THE PROCEDURES, ACTIONS, AND**
33 **PROCESSES A SCHOOL PSYCHOLOGIST LICENSED IN A STATE IS PERMITTED TO**
34 **UNDERTAKE IN THAT STATE AND THE CIRCUMSTANCES UNDER WHICH THAT**
35 **LICENSEE IS PERMITTED TO UNDERTAKE THOSE PROCEDURES, ACTIONS, AND**

1 PROCESSES. SUCH PROCEDURES, ACTIONS, AND PROCESSES, AND THE
2 CIRCUMSTANCES UNDER WHICH THEY MAY BE UNDERTAKEN, MAY BE ESTABLISHED
3 THROUGH MEANS INCLUDING, BUT NOT LIMITED TO, STATUTE, REGULATIONS, CASE
4 LAW, AND OTHER PROCESSES AVAILABLE TO THE STATE LICENSING AUTHORITY OR
5 OTHER GOVERNMENT AGENCY.

6 AA. "SPECIALIST-LEVEL DEGREE" MEANS A DEGREE PROGRAM THAT
7 REQUIRES AT LEAST 60 GRADUATE SEMESTER HOURS OR EQUIVALENT IN THE FIELD
8 OF SCHOOL PSYCHOLOGY INCLUDING A SUPERVISED INTERNSHIP.

9 BB. "STATE" MEANS ANY STATE, COMMONWEALTH, DISTRICT, OR
10 TERRITORY OF THE UNITED STATES OF AMERICA.

11 CC. "STATE LICENSING AUTHORITY" MEANS A MEMBER STATE'S
12 REGULATORY BODY RESPONSIBLE FOR ISSUING LICENSES OR OTHERWISE
13 OVERSEEING THE PRACTICE OF SCHOOL PSYCHOLOGY.

14 DD. "STATE SPECIFIC REQUIREMENT" MEANS A REQUIREMENT FOR
15 LICENSURE COVERED IN COURSEWORK OR EXAMINATION THAT INCLUDES CONTENT
16 OF UNIQUE INTEREST TO THE STATE.

17 EE. "UNENCUMBERED LICENSE" MEANS A LICENSE THAT AUTHORIZES A
18 LICENSEE TO ENGAGE IN THE FULL AND UNRESTRICTED PRACTICE OF SCHOOL
19 PSYCHOLOGY.

20 SECTION 3. STATE PARTICIPATION IN THE COMPACT.

21 A. TO BE ELIGIBLE TO JOIN THIS COMPACT, AND TO MAINTAIN
22 ELIGIBILITY AS A MEMBER STATE, A STATE MUST:

23 1. ENACT A COMPACT STATUTE THAT IS NOT MATERIALLY
24 DIFFERENT FROM THE MODEL COMPACT AS DEFINED IN THE COMMISSION'S
25 RULES;

26 2. PARTICIPATE IN THE SHARING OF INFORMATION WITH OTHER
27 MEMBER STATES AS REASONABLY NECESSARY TO ACCOMPLISH THE OBJECTIVES
28 OF THIS COMPACT, AND AS FURTHER DEFINED IN SECTION 8;

29 3. IDENTIFY AND MAINTAIN WITH THE COMMISSION A LIST OF
30 EQUIVALENT LICENSES AVAILABLE TO LICENSEES WHO HOLD A HOME STATE
31 LICENSE UNDER THIS COMPACT;

1 **4. HAVE A MECHANISM IN PLACE FOR RECEIVING AND**
2 **INVESTIGATING COMPLAINTS ABOUT LICENSEES;**

3 **5. NOTIFY THE COMMISSION, IN COMPLIANCE WITH THE TERMS OF**
4 **THE COMPACT AND THE COMMISSION'S RULES, OF ANY ADVERSE ACTION TAKEN**
5 **AGAINST A LICENSEE, OR OF THE AVAILABILITY OF INVESTIGATIVE INFORMATION**
6 **THAT RELATES TO A LICENSEE OR APPLICANT FOR LICENSURE;**

7 **6. REQUIRE THAT APPLICANTS FOR A HOME STATE LICENSE HAVE:**

8 **A. TAKEN AND PASSED A QUALIFYING NATIONAL EXAM AS**
9 **DEFINED BY THE RULES OF THE COMMISSION;**

10 **B. COMPLETED A MINIMUM OF 1200 HOURS OF SUPERVISED**
11 **INTERNSHIP, OF WHICH AT LEAST 600 MUST HAVE BEEN COMPLETED IN A SCHOOL,**
12 **PRIOR TO BEING APPROVED FOR LICENSURE; AND**

13 **C. GRADUATED FROM A QUALIFYING SCHOOL PSYCHOLOGIST**
14 **EDUCATION PROGRAM; AND**

15 **7. COMPLY WITH THE TERMS OF THIS COMPACT AND THE RULES OF**
16 **THE COMMISSION.**

17 **B. EACH MEMBER STATE SHALL GRANT AN EQUIVALENT LICENSE TO**
18 **PRACTICE SCHOOL PSYCHOLOGY IN THAT STATE UPON APPLICATION BY A**
19 **LICENSEE WHO SATISFIES THE CRITERIA OF SECTION 4.A. EACH MEMBER STATE**
20 **SHALL GRANT RENEWAL OF THE EQUIVALENT LICENSE TO A LICENSEE WHO**
21 **SATISFIES THE CRITERIA OF SECTION 4.B.**

22 **C. MEMBER STATES MAY SET AND COLLECT A FEE FOR GRANTING AN**
23 **EQUIVALENT LICENSE.**

24 **SECTION 4. SCHOOL PSYCHOLOGIST PARTICIPATION IN THE COMPACT.**

25 **A. TO OBTAIN AND MAINTAIN AN EQUIVALENT LICENSE FROM A REMOTE**
26 **STATE UNDER THIS COMPACT, A LICENSEE MUST:**

27 **1. HOLD AND MAINTAIN AN ACTIVE HOME STATE LICENSE;**

28 **2. SATISFY ANY APPLICABLE STATE SPECIFIC REQUIREMENTS**
29 **ESTABLISHED BY THE MEMBER STATE AFTER AN EQUIVALENT LICENSE IS**
30 **GRANTED;**

1 **3. COMPLETE ANY ADMINISTRATIVE OR APPLICATION**
2 **REQUIREMENTS WHICH THE COMMISSION MAY ESTABLISH BY RULE, AND PAY ANY**
3 **ASSOCIATED FEES; AND**

4 **4. COMPLETE ANY REQUIREMENTS FOR RENEWAL IN THE HOME**
5 **STATE, INCLUDING APPLICABLE CONTINUING PROFESSIONAL EDUCATION**
6 **REQUIREMENTS.**

7 **5. UPON THEIR APPLICATION TO RECEIVE A LICENSE UNDER THIS**
8 **COMPACT, UNDERGO A CRIMINAL BACKGROUND CHECK IN THE MEMBER STATE IN**
9 **WHICH THE EQUIVALENT LICENSE IS SOUGHT IN ACCORDANCE WITH THE LAWS AND**
10 **REGULATIONS OF SUCH MEMBER STATE.**

11 **B. TO RENEW AN EQUIVALENT LICENSE IN A MEMBER STATE OTHER THAN**
12 **THE HOME STATE, A LICENSEE MUST ONLY APPLY FOR RENEWAL, COMPLETE A**
13 **BACKGROUND CHECK, AND PAY RENEWAL FEES AS DETERMINED BY THE LICENSING**
14 **AUTHORITY.**

15 **SECTION 5. ACTIVE MILITARY MEMBERS OR THEIR SPOUSES.**

16 **A LICENSEE WHO IS AN ACTIVE MILITARY MEMBER OR IS THE SPOUSE OF AN**
17 **ACTIVE MILITARY MEMBER SHALL BE DEEMED TO HOLD A HOME STATE LICENSE**
18 **IN ANY OF THE FOLLOWING LOCATIONS:**

19 **A. THE LICENSEE'S PERMANENT RESIDENCE;**

20 **B. A MEMBER STATE THAT IS THE LICENSEE'S PRIMARY STATE OF**
21 **PRACTICE; AND**

22 **C. A MEMBER STATE WHERE THE LICENSEE HAS RELOCATED PURSUANT**
23 **TO A PERMANENT CHANGE OF STATION (PCS).**

24 **SECTION 6. DISCIPLINE/ADVERSE ACTIONS.**

25 **A. NOTHING IN THIS COMPACT SHALL BE DEEMED OR CONSTRUED TO**
26 **LIMIT THE AUTHORITY OF A MEMBER STATE TO INVESTIGATE OR IMPOSE**
27 **DISCIPLINARY MEASURES ON LICENSEES ACCORDING TO THE STATE PRACTICE**
28 **LAWS THEREOF.**

29 **B. MEMBER STATES SHALL BE AUTHORIZED TO RECEIVE, AND SHALL**
30 **PROVIDE, FILES AND INFORMATION REGARDING THE INVESTIGATION AND**
31 **DISCIPLINE, IF ANY, OF LICENSEES IN OTHER MEMBER STATES UPON REQUEST.**
32 **ANY MEMBER STATE RECEIVING SUCH INFORMATION OR FILES SHALL PROTECT**

1 AND MAINTAIN THE SECURITY AND CONFIDENTIALITY THEREOF, IN AT LEAST THE
2 SAME MANNER THAT IT MAINTAINS ITS OWN INVESTIGATORY OR DISCIPLINARY
3 FILES AND INFORMATION. PRIOR TO DISCLOSING ANY DISCIPLINARY OR
4 INVESTIGATORY INFORMATION RECEIVED FROM ANOTHER MEMBER STATE, THE
5 DISCLOSING STATE SHALL COMMUNICATE ITS INTENTION AND PURPOSE FOR SUCH
6 DISCLOSURE TO THE MEMBER STATE WHICH ORIGINALLY PROVIDED THAT
7 INFORMATION.

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

10 **A. THE MEMBER STATES HEREBY CREATE AND ESTABLISH A JOINT**
11 **GOVERNMENT AGENCY WHOSE MEMBERSHIP CONSISTS OF ALL MEMBER STATES**
12 **THAT HAVE ENACTED THE COMPACT, AND THIS AGENCY SHALL BE KNOWN AS THE**
13 **SCHOOL PSYCHOLOGIST INTERSTATE LICENSURE COMPACT COMMISSION. THE**
14 **COMMISSION IS AN INSTRUMENTALITY OF THE MEMBER STATES ACTING JOINTLY**
15 **AND NOT AN INSTRUMENTALITY OF ANY ONE STATE. THE COMMISSION SHALL COME**
16 **INTO EXISTENCE ON OR AFTER THE EFFECTIVE DATE OF THE COMPACT AS SET**
17 **FORTH IN SECTION 11.**

18 **B. MEMBERSHIP, VOTING, AND MEETINGS.**

19 **1. EACH MEMBER STATE SHALL HAVE AND BE LIMITED TO ONE (1)**
20 **COMMISSIONER SELECTED BY THAT MEMBER STATE'S STATE LICENSING**
21 **AUTHORITY.**

22 **2. THE COMMISSIONER SHALL BE THE PRIMARY ADMINISTRATIVE**
23 **OFFICER OF THE MEMBER STATE LICENSING AUTHORITY OR THEIR DESIGNEE WHO**
24 **IS AN EMPLOYEE OF THE MEMBER STATE LICENSING AUTHORITY.**

25 **3. THE COMMISSION SHALL BY RULE OR BYLAW ESTABLISH A TERM**
26 **OF OFFICE FOR COMMISSIONERS AND MAY BY RULE OR BYLAW ESTABLISH TERM**
27 **LIMITS.**

28 **4. THE COMMISSION MAY RECOMMEND REMOVAL OR SUSPENSION**
29 **OF ANY COMMISSIONER FROM OFFICE.**

30 **5. A MEMBER STATE'S LICENSING AUTHORITY SHALL FILL ANY**
31 **VACANCY OF ITS COMMISSIONER OCCURRING ON THE COMMISSION WITHIN 60 DAYS**
32 **OF THE VACANCY.**

1 **6. EACH COMMISSIONER SHALL BE ENTITLED TO ONE VOTE ON ALL**
2 **MATTERS BEFORE THE COMMISSION REQUIRING A VOTE BY COMMISSION**
3 **COMMISSIONERS.**

4 **7. A COMMISSIONER SHALL VOTE IN PERSON OR BY SUCH OTHER**
5 **MEANS AS PROVIDED IN THE BYLAWS. THE BYLAWS MAY PROVIDE FOR**
6 **COMMISSIONERS TO MEET BY TELECOMMUNICATION, VIDEO CONFERENCE, OR**
7 **OTHER MEANS OF COMMUNICATION.**

8 **8. THE COMMISSION SHALL MEET AT LEAST ONCE DURING EACH**
9 **CALENDAR YEAR. ADDITIONAL MEETINGS MAY BE HELD AS SET FORTH IN THE**
10 **BYLAWS. THE COMMISSION MAY MEET BY TELECOMMUNICATION, VIDEO**
11 **CONFERENCE OR OTHER SIMILAR ELECTRONIC MEANS.**

12 **C. THE COMMISSION SHALL HAVE THE FOLLOWING POWERS:**

13 **1. ESTABLISH THE FISCAL YEAR OF THE COMMISSION;**

14 **2. ESTABLISH CODE OF CONDUCT AND CONFLICT OF INTEREST**
15 **POLICIES;**

16 **3. ESTABLISH AND AMEND RULES AND BYLAWS;**

17 **4. ESTABLISH THE PROCEDURE THROUGH WHICH A LICENSEE MAY**
18 **CHANGE THEIR HOME STATE;**

19 **5. MAINTAIN ITS FINANCIAL RECORDS IN ACCORDANCE WITH THE**
20 **BYLAWS;**

21 **6. MEET AND TAKE SUCH ACTIONS AS ARE CONSISTENT WITH THE**
22 **PROVISIONS OF THIS COMPACT, THE COMMISSION'S RULES, AND THE BYLAWS;**

23 **7. INITIATE AND CONCLUDE LEGAL PROCEEDINGS OR ACTIONS IN**
24 **THE NAME OF THE COMMISSION, PROVIDED THAT THE STANDING OF ANY MEMBER**
25 **STATE LICENSING AUTHORITY TO SUE OR BE SUED UNDER APPLICABLE LAW MAY**
26 **NOT BE AFFECTED;**

27 **8. MAINTAIN AND CERTIFY RECORDS AND INFORMATION PROVIDED**
28 **TO A MEMBER STATE AS THE AUTHENTICATED BUSINESS RECORDS OF THE**
29 **COMMISSION, AND DESIGNATE AN AGENT TO DO SO ON THE COMMISSION'S BEHALF;**

30 **9. PURCHASE AND MAINTAIN INSURANCE AND BONDS;**

1 **10. BORROW, ACCEPT, OR CONTRACT FOR SERVICES OF PERSONNEL,**
2 **INCLUDING, BUT NOT LIMITED TO, EMPLOYEES OF A MEMBER STATE;**

3 **11. CONDUCT AN ANNUAL FINANCIAL REVIEW;**

4 **12. HIRE EMPLOYEES, ELECT OR APPOINT OFFICERS, FIX**
5 **COMPENSATION, DEFINE DUTIES, GRANT SUCH INDIVIDUALS APPROPRIATE**
6 **AUTHORITY TO CARRY OUT THE PURPOSES OF THE COMPACT, AND ESTABLISH THE**
7 **COMMISSION'S PERSONNEL POLICIES AND PROGRAMS RELATING TO CONFLICTS OF**
8 **INTEREST, QUALIFICATIONS OF PERSONNEL, AND OTHER RELATED PERSONNEL**
9 **MATTERS;**

10 **13. ASSESS AND COLLECT FEES;**

11 **14. ACCEPT ANY AND ALL APPROPRIATE GIFTS, DONATIONS, GRANTS**
12 **OF MONEY, OTHER SOURCES OF REVENUE, EQUIPMENT, SUPPLIES, MATERIALS, AND**
13 **SERVICES, AND RECEIVE, UTILIZE, AND DISPOSE OF THE SAME; PROVIDED THAT AT**
14 **ALL TIMES THE COMMISSION SHALL AVOID ANY APPEARANCE OF IMPROPRIETY**
15 **AND/OR CONFLICT OF INTEREST;**

16 **15. LEASE, PURCHASE, RETAIN, OWN, HOLD, IMPROVE, OR USE ANY**
17 **PROPERTY, REAL, PERSONAL, OR MIXED, OR ANY UNDIVIDED INTEREST THEREIN;**

18 **16. SELL, CONVEY, MORTGAGE, PLEDGE, LEASE, EXCHANGE,**
19 **ABANDON, OR OTHERWISE DISPOSE OF ANY PROPERTY, REAL, PERSONAL, OR MIXED;**

20 **17. ESTABLISH A BUDGET AND MAKE EXPENDITURES;**

21 **18. BORROW MONEY;**

22 **19. APPOINT COMMITTEES, INCLUDING STANDING COMMITTEES,**
23 **COMPOSED OF MEMBERS, STATE REGULATORS, STATE LEGISLATORS OR THEIR**
24 **REPRESENTATIVES, AND CONSUMER REPRESENTATIVES, AND SUCH OTHER**
25 **INTERESTED PERSONS AS MAY BE DESIGNATED IN THIS COMPACT AND THE BYLAWS;**

26 **20. PROVIDE AND RECEIVE INFORMATION FROM, AND COOPERATE**
27 **WITH, LAW ENFORCEMENT AGENCIES;**

28 **21. ESTABLISH AND ELECT AN EXECUTIVE COMMITTEE, INCLUDING**
29 **A CHAIR AND A VICE CHAIR;**

1 **22. DETERMINE WHETHER A STATE'S ADOPTED LANGUAGE IS**
2 **MATERIALLY DIFFERENT FROM THE MODEL COMPACT LANGUAGE SUCH THAT THE**
3 **STATE WOULD NOT QUALIFY FOR PARTICIPATION IN THE COMPACT; AND**

4 **23. PERFORM SUCH OTHER FUNCTIONS AS MAY BE NECESSARY OR**
5 **APPROPRIATE TO ACHIEVE THE PURPOSES OF THIS COMPACT.**

6 **D. THE EXECUTIVE COMMITTEE.**

7 **1. THE EXECUTIVE COMMITTEE SHALL HAVE THE POWER TO ACT ON**
8 **BEHALF OF THE COMMISSION ACCORDING TO THE TERMS OF THIS COMPACT. THE**
9 **POWERS, DUTIES, AND RESPONSIBILITIES OF THE EXECUTIVE COMMITTEE SHALL**
10 **INCLUDE:**

11 **A. OVERSEE THE DAY-TO-DAY ACTIVITIES OF THE**
12 **ADMINISTRATION OF THE COMPACT INCLUDING ENFORCEMENT AND COMPLIANCE**
13 **WITH THE PROVISIONS OF THE COMPACT, ITS RULES AND BYLAWS, AND OTHER**
14 **SUCH DUTIES AS DEEMED NECESSARY;**

15 **B. RECOMMEND TO THE COMMISSION CHANGES TO THE**
16 **RULES OR BYLAWS, CHANGES TO THIS COMPACT LEGISLATION, FEES CHARGED TO**
17 **MEMBER STATES, FEES CHARGED TO LICENSEES, AND OTHER FEES;**

18 **C. ENSURE COMPACT ADMINISTRATION SERVICES ARE**
19 **APPROPRIATELY PROVIDED, INCLUDING BY CONTRACT;**

20 **D. PREPARE AND RECOMMEND THE BUDGET;**

21 **E. MAINTAIN FINANCIAL RECORDS ON BEHALF OF THE**
22 **COMMISSION;**

23 **F. MONITOR COMPACT COMPLIANCE OF MEMBER STATES**
24 **AND PROVIDE COMPLIANCE REPORTS TO THE COMMISSION;**

25 **G. ESTABLISH ADDITIONAL COMMITTEES AS NECESSARY;**

26 **H. EXERCISE THE POWERS AND DUTIES OF THE COMMISSION**
27 **DURING THE INTERIM BETWEEN COMMISSION MEETINGS, EXCEPT FOR ADOPTING**
28 **OR AMENDING RULES, ADOPTING OR AMENDING BYLAWS, AND EXERCISING ANY**
29 **OTHER POWERS AND DUTIES EXPRESSLY RESERVED TO THE COMMISSION BY RULE**
30 **OR BYLAW; AND**

1 I. OTHER DUTIES AS PROVIDED IN THE RULES OR BYLAWS OF
2 THE COMMISSION.

3 2. THE EXECUTIVE COMMITTEE SHALL BE COMPOSED OF UP TO 7
4 MEMBERS:

5 A. THE CHAIR AND VICE CHAIR OF THE COMMISSION SHALL BE
6 VOTING MEMBERS OF THE EXECUTIVE COMMITTEE; AND

7 B. THE COMMISSION SHALL ELECT 5 VOTING MEMBERS FROM
8 THE CURRENT MEMBERSHIP OF THE COMMISSION.

9 3. THE COMMISSION MAY REMOVE ANY MEMBER OF THE EXECUTIVE
10 COMMITTEE AS PROVIDED IN THE COMMISSION'S BYLAWS.

11 4. THE EXECUTIVE COMMITTEE SHALL MEET AT LEAST ANNUALLY.

12 A. EXECUTIVE COMMITTEE MEETINGS SHALL BE OPEN TO THE
13 PUBLIC, EXCEPT THAT THE EXECUTIVE COMMITTEE MAY MEET IN A CLOSED,
14 NON-PUBLIC MEETING AS PROVIDED IN SUBSECTION F.2 BELOW.

15 B. THE EXECUTIVE COMMITTEE SHALL GIVE 30 DAYS' NOTICE
16 OF ITS MEETINGS, POSTED ON ITS WEBSITE AND AS DETERMINED TO PROVIDE
17 NOTICE TO PERSONS WITH AN INTEREST IN THE BUSINESS OF THE COMMISSION.

18 C. THE EXECUTIVE COMMITTEE MAY HOLD A SPECIAL
19 MEETING IN ACCORDANCE WITH SUBSECTION F.1.B. BELOW.

20 E. THE COMMISSION SHALL ADOPT AND PROVIDE TO THE MEMBER
21 STATES AN ANNUAL REPORT.

22 F. MEETINGS OF THE COMMISSION.

23 1. ALL MEETINGS SHALL BE OPEN TO THE PUBLIC, EXCEPT THAT
24 THE COMMISSION MAY MEET IN A CLOSED, NON-PUBLIC MEETING AS PROVIDED IN
25 SUBSECTION F.2 BELOW.

26 A. PUBLIC NOTICE FOR ALL MEETINGS OF THE FULL
27 COMMISSION SHALL BE GIVEN IN THE SAME MANNER AS REQUIRED UNDER THE
28 RULEMAKING PROVISIONS IN SECTION 9, EXCEPT THAT THE COMMISSION MAY
29 HOLD A SPECIAL MEETING AS PROVIDED IN SUBSECTION F.1.B. BELOW.

1 **B. THE COMMISSION MAY HOLD A SPECIAL MEETING WHEN IT**
2 **MUST MEET TO CONDUCT EMERGENCY BUSINESS BY GIVING 48 HOURS' NOTICE TO**
3 **ALL COMMISSIONERS, ON THE COMMISSION'S WEBSITE, AND OTHER MEANS AS**
4 **PROVIDED IN THE COMMISSION'S RULES. THE COMMISSION'S LEGAL COUNSEL**
5 **SHALL CERTIFY THAT THE COMMISSION'S NEED TO MEET QUALIFIES AS AN**
6 **EMERGENCY.**

7 **2. THE COMMISSION OR THE EXECUTIVE COMMITTEE OR OTHER**
8 **COMMITTEES OF THE COMMISSION MAY CONVENE IN A CLOSED, NON-PUBLIC**
9 **MEETING FOR THE COMMISSION OR EXECUTIVE COMMITTEE OR OTHER**
10 **COMMITTEES OF THE COMMISSION TO RECEIVE LEGAL ADVICE OR TO DISCUSS:**

11 **A. NON-COMPLIANCE OF A MEMBER STATE WITH ITS**
12 **OBLIGATIONS UNDER THE COMPACT;**

13 **B. THE EMPLOYMENT, COMPENSATION, DISCIPLINE OR OTHER**
14 **MATTERS, PRACTICES, OR PROCEDURES RELATED TO SPECIFIC EMPLOYEES;**

15 **C. CURRENT OR THREATENED DISCIPLINE OF A LICENSEE BY**
16 **THE COMMISSION OR BY A MEMBER STATE'S LICENSING AUTHORITY;**

17 **D. CURRENT, THREATENED, OR REASONABLY ANTICIPATED**
18 **LITIGATION;**

19 **E. NEGOTIATION OF CONTRACTS FOR THE PURCHASE, LEASE,**
20 **OR SALE OF GOODS, SERVICES, OR REAL ESTATE;**

21 **F. ACCUSING ANY PERSON OF A CRIME OR FORMALLY**
22 **CENSURING ANY PERSON;**

23 **G. TRADE SECRETS OR COMMERCIAL OR FINANCIAL**
24 **INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL;**

25 **H. INFORMATION OF A PERSONAL NATURE WHERE**
26 **DISCLOSURE WOULD CONSTITUTE A CLEARLY UNWARRANTED INVASION OF**
27 **PERSONAL PRIVACY;**

28 **I. INVESTIGATIVE RECORDS COMPILED FOR LAW**
29 **ENFORCEMENT PURPOSES;**

30 **J. INFORMATION RELATED TO ANY INVESTIGATIVE REPORTS**
31 **PREPARED BY OR ON BEHALF OF OR FOR USE OF THE COMMISSION OR OTHER**

1 COMMITTEE CHARGED WITH RESPONSIBILITY OF INVESTIGATION OR
2 DETERMINATION OF COMPLIANCE ISSUES PURSUANT TO THE COMPACT;

3 K. MATTERS SPECIFICALLY EXEMPTED FROM DISCLOSURE BY
4 FEDERAL OR MEMBER STATE LAW; OR

5 L. OTHER MATTERS AS PROMULGATED BY THE COMMISSION
6 BY RULE.

7 3. IF A MEETING, OR PORTION OF A MEETING, IS CLOSED, THE
8 PRESIDING OFFICER SHALL STATE THAT THE MEETING WILL BE CLOSED AND
9 REFERENCE EACH RELEVANT EXEMPTING PROVISION, AND SUCH REFERENCE
10 SHALL BE RECORDED IN THE MINUTES.

11 4. THE COMMISSION SHALL KEEP MINUTES THAT FULLY AND
12 CLEARLY DESCRIBE ALL MATTERS DISCUSSED IN A MEETING AND SHALL PROVIDE A
13 FULL AND ACCURATE SUMMARY OF ACTIONS TAKEN, AND THE REASONS THEREFOR,
14 INCLUDING A DESCRIPTION OF THE VIEWS EXPRESSED. ALL DOCUMENTS
15 CONSIDERED IN CONNECTION WITH AN ACTION SHALL BE IDENTIFIED IN SUCH
16 MINUTES. ALL MINUTES AND DOCUMENTS OF A CLOSED MEETING SHALL REMAIN
17 UNDER SEAL, SUBJECT TO RELEASE ONLY BY A MAJORITY VOTE OF THE
18 COMMISSION OR ORDER OF A COURT OF COMPETENT JURISDICTION.

19 G. FINANCING OF THE COMMISSION.

20 1. THE COMMISSION SHALL PAY, OR PROVIDE FOR THE PAYMENT
21 OF, THE REASONABLE EXPENSES OF ITS ESTABLISHMENT, ORGANIZATION, AND
22 ONGOING ACTIVITIES.

23 2. THE COMMISSION MAY ACCEPT ANY AND ALL APPROPRIATE
24 REVENUE SOURCES AS PROVIDED IN C(14).

25 3. THE COMMISSION MAY LEVY ON AND COLLECT AN ANNUAL
26 ASSESSMENT FROM EACH MEMBER STATE AND IMPOSE FEES ON LICENSEES
27 PRACTICING IN THE MEMBER STATES UNDER AN EQUIVALENT LICENSE TO COVER
28 THE COST OF THE OPERATIONS AND ACTIVITIES OF THE COMMISSION AND ITS
29 STAFF, WHICH MUST BE IN A TOTAL AMOUNT SUFFICIENT TO COVER ITS ANNUAL
30 BUDGET AS APPROVED EACH YEAR FOR WHICH REVENUE IS NOT PROVIDED BY
31 OTHER SOURCES. THE AGGREGATE ANNUAL ASSESSMENT AMOUNT FOR MEMBER
32 STATES SHALL BE ALLOCATED BASED UPON A FORMULA THAT THE COMMISSION
33 SHALL PROMULGATE BY RULE.

1 4. **THE COMMISSION MAY NOT INCUR OBLIGATIONS OF ANY KIND**
2 **PRIOR TO SECURING THE FUNDS ADEQUATE TO MEET THE SAME; NOR SHALL THE**
3 **COMMISSION PLEDGE THE CREDIT OF ANY OF THE MEMBER STATES, EXCEPT BY**
4 **AND WITH THE AUTHORITY OF THE MEMBER STATE.**

5 5. **THE COMMISSION SHALL KEEP ACCURATE ACCOUNTS OF ALL**
6 **RECEIPTS AND DISBURSEMENTS. THE RECEIPTS AND DISBURSEMENTS OF THE**
7 **COMMISSION SHALL BE SUBJECT TO THE FINANCIAL REVIEW AND ACCOUNTING**
8 **PROCEDURES ESTABLISHED UNDER ITS BYLAWS. HOWEVER, ALL RECEIPTS AND**
9 **DISBURSEMENTS OF FUNDS HANDLED BY THE COMMISSION SHALL BE SUBJECT TO**
10 **AN ANNUAL FINANCIAL REVIEW BY A CERTIFIED OR LICENSED PUBLIC**
11 **ACCOUNTANT, AND THE REPORT OF THE FINANCIAL REVIEW SHALL BE INCLUDED IN**
12 **AND BECOME PART OF THE ANNUAL REPORT OF THE COMMISSION.**

13 **H. QUALIFIED IMMUNITY, DEFENSE, AND INDEMNIFICATION.**

14 1. **THE MEMBERS, OFFICERS, EXECUTIVE DIRECTOR, EMPLOYEES**
15 **AND REPRESENTATIVES OF THE COMMISSION SHALL BE IMMUNE FROM SUIT AND**
16 **LIABILITY, BOTH PERSONALLY AND IN THEIR OFFICIAL CAPACITY, FOR ANY CLAIM**
17 **FOR DAMAGE TO OR LOSS OF PROPERTY OR PERSONAL INJURY OR OTHER CIVIL**
18 **LIABILITY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR,**
19 **OR OMISSION THAT OCCURRED, OR THAT THE PERSON AGAINST WHOM THE CLAIM**
20 **IS MADE HAD A REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE SCOPE**
21 **OF COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES; PROVIDED THAT**
22 **NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO PROTECT ANY SUCH**
23 **PERSON FROM SUIT OR LIABILITY FOR ANY DAMAGE, LOSS, INJURY, OR LIABILITY**
24 **CAUSED BY THE INTENTIONAL OR WILLFUL OR WANTON MISCONDUCT OF THAT**
25 **PERSON. THE PROCUREMENT OF INSURANCE OF ANY TYPE BY THE COMMISSION**
26 **MAY NOT IN ANYWAY COMPROMISE OR LIMIT THE IMMUNITY GRANTED HEREUNDER.**

27 2. **THE COMMISSION SHALL DEFEND ANY MEMBER, OFFICER,**
28 **EXECUTIVE DIRECTOR, EMPLOYEE, AND REPRESENTATIVE OF THE COMMISSION IN**
29 **ANY CIVIL ACTION SEEKING TO IMPOSE LIABILITY ARISING OUT OF ANY ACTUAL OR**
30 **ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED WITHIN THE SCOPE OF**
31 **COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, OR AS DETERMINED BY**
32 **THE COMMISSION THAT THE PERSON AGAINST WHOM THE CLAIM IS MADE HAD A**
33 **REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE SCOPE OF**
34 **COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, PROVIDED THAT**
35 **NOTHING HEREIN SHALL BE CONSTRUED TO PROHIBIT THAT PERSON FROM**
36 **RETAINING THEIR OWN COUNSEL AT THEIR OWN EXPENSE, AND PROVIDED**
37 **FURTHER, THAT THE ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION DID NOT**
38 **RESULT FROM THAT PERSON'S INTENTIONAL OR WILLFUL OR WANTON**
39 **MISCONDUCT.**

1 **3. THE COMMISSION SHALL INDEMNIFY AND HOLD HARMLESS ANY**
2 **MEMBER, OFFICER, EXECUTIVE DIRECTOR, EMPLOYEE, AND REPRESENTATIVE OF**
3 **THE COMMISSION FOR THE AMOUNT OF ANY SETTLEMENT OR JUDGMENT OBTAINED**
4 **AGAINST THAT PERSON ARISING OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR, OR**
5 **OMISSION THAT OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT,**
6 **DUTIES, OR RESPONSIBILITIES, OR THAT SUCH PERSON HAD A REASONABLE BASIS**
7 **FOR BELIEVING OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT,**
8 **DUTIES, OR RESPONSIBILITIES, PROVIDED THAT THE ACTUAL OR ALLEGED ACT,**
9 **ERROR, OR OMISSION DID NOT RESULT FROM THE INTENTIONAL OR WILLFUL OR**
10 **WANTON MISCONDUCT OF THAT PERSON.**

11 **4. NOTHING HEREIN SHALL BE CONSTRUED AS A LIMITATION ON**
12 **THE LIABILITY OF ANY LICENSEE FOR PROFESSIONAL MALPRACTICE OR**
13 **MISCONDUCT, WHICH SHALL BE GOVERNED SOLELY BY ANY OTHER APPLICABLE**
14 **STATE LAWS.**

15 **5. NOTHING IN THIS COMPACT SHALL BE INTERPRETED TO WAIVE**
16 **OR OTHERWISE ABROGATE A MEMBER STATE'S STATE ACTION IMMUNITY OR STATE**
17 **ACTION AFFIRMATIVE DEFENSE WITH RESPECT TO ANTITRUST CLAIMS UNDER THE**
18 **SHERMAN ACT, CLAYTON ACT, OR ANY OTHER STATE OR FEDERAL ANTITRUST OR**
19 **ANTICOMPETITIVE LAW OR REGULATION.**

20 **6. NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO BE A**
21 **WAIVER OF SOVEREIGN IMMUNITY BY THE MEMBER STATES OR BY THE**
22 **COMMISSION.**

23 **SECTION 8. FACILITATING INFORMATION EXCHANGE.**

24 **A. THE COMMISSION SHALL PROVIDE FOR FACILITATING THE EXCHANGE**
25 **OF INFORMATION TO ADMINISTER AND IMPLEMENT THE PROVISIONS OF THIS**
26 **COMPACT IN ACCORDANCE WITH THE RULES OF THE COMMISSION, CONSISTENT**
27 **WITH GENERALLY ACCEPTED DATA PROTECTION PRINCIPLES.**

28 **B. NOTWITHSTANDING ANY OTHER PROVISION OF STATE LAW TO THE**
29 **CONTRARY, A MEMBER STATE SHALL AGREE TO PROVIDE FOR THE FACILITATION**
30 **OF THE FOLLOWING LICENSEE INFORMATION AS REQUIRED BY THE RULES OF THE**
31 **COMMISSION, INCLUDING:**

32 **1. IDENTIFYING INFORMATION;**

33 **2. LICENSURE DATA;**

1 **3. ADVERSE ACTIONS AGAINST A LICENSE AND INFORMATION**
2 **RELATED THERETO;**

3 **4. NON-CONFIDENTIAL INFORMATION RELATED TO ALTERNATIVE**
4 **PROGRAM PARTICIPATION, THE BEGINNING AND ENDING DATES OF SUCH**
5 **PARTICIPATION, AND OTHER INFORMATION RELATED TO SUCH PARTICIPATION NOT**
6 **MADE CONFIDENTIAL UNDER MEMBER STATE LAW;**

7 **5. ANY DENIAL OF APPLICATION FOR LICENSURE, AND THE**
8 **REASON(S) FOR SUCH DENIAL;**

9 **6. THE PRESENCE OF INVESTIGATIVE INFORMATION; AND**

10 **7. OTHER INFORMATION THAT MAY FACILITATE THE**
11 **ADMINISTRATION OF THIS COMPACT OR THE PROTECTION OF THE PUBLIC, AS**
12 **DETERMINED BY THE RULES OF THE COMMISSION.**

13 **C. NOTHING IN THIS COMPACT SHALL BE DEEMED OR CONSTRUED TO**
14 **ALTER, LIMIT, OR INHIBIT THE POWER OF A MEMBER STATE TO CONTROL AND**
15 **MAINTAIN OWNERSHIP OF ITS LICENSEE INFORMATION OR ALTER, LIMIT, OR**
16 **INHIBIT THE LAWS OR REGULATIONS GOVERNING LICENSEE INFORMATION IN THE**
17 **MEMBER STATE.**

18 **SECTION 9. RULEMAKING.**

19 **A. THE COMMISSION SHALL EXERCISE ITS RULEMAKING POWERS**
20 **PURSUANT TO THE CRITERIA SET FORTH IN THIS INTERSTATE COMPACT AND THE**
21 **RULES ADOPTED THEREUNDER. RULES AND AMENDMENTS SHALL BECOME**
22 **BINDING AS OF THE DATE SPECIFIED IN EACH RULE OR AMENDMENT.**

23 **B. THE COMMISSION SHALL PROMULGATE REASONABLE RULES TO**
24 **ACHIEVE THE INTENT AND PURPOSE OF THIS INTERSTATE COMPACT. IN THE EVENT**
25 **THE COMMISSION EXERCISES ITS RULEMAKING AUTHORITY IN A MANNER THAT IS**
26 **BEYOND THE PURPOSE AND INTENT OF THIS INTERSTATE COMPACT, OR THE**
27 **POWERS GRANTED HEREUNDER, THEN SUCH AN ACTION BY THE COMMISSION**
28 **SHALL BE INVALID AND HAVE NO FORCE AND EFFECT OF LAW IN THE MEMBER**
29 **STATES.**

30 **C. IF A MAJORITY OF THE LEGISLATURES OF THE MEMBER STATES**
31 **REJECTS A RULE, BY ENACTMENT OF A STATUTE OR RESOLUTION IN THE SAME**
32 **MANNER USED TO ADOPT THE COMPACT WITHIN FOUR (4) YEARS OF THE DATE OF**
33 **ADOPTION OF THE RULE, THEN SUCH RULE SHALL HAVE NO FURTHER FORCE AND**
34 **EFFECT IN ANY MEMBER STATE.**

1 **D. RULES OR AMENDMENTS TO THE RULES SHALL BE ADOPTED OR**
2 **RATIFIED AT A REGULAR OR SPECIAL MEETING OF THE COMMISSION IN**
3 **ACCORDANCE WITH COMMISSION RULES AND BYLAWS.**

4 **E. PRIOR TO PROMULGATION AND ADOPTION OF A FINAL RULE OR RULES**
5 **BY THE COMMISSION, AND AT LEAST THIRTY (30) DAYS IN ADVANCE OF THE**
6 **MEETING AT WHICH THE RULE WILL BE CONSIDERED AND VOTED UPON, THE**
7 **COMMISSION SHALL FILE A NOTICE OF PROPOSED RULEMAKING:**

8 **1. ON THE WEBSITE OF THE COMMISSION OR OTHER PUBLICLY**
9 **ACCESSIBLE PLATFORM; AND**

10 **2. ON THE WEBSITE OF EACH MEMBER STATE LICENSING**
11 **AUTHORITY OR OTHER PUBLICLY ACCESSIBLE PLATFORM OR THE PUBLICATION IN**
12 **WHICH EACH STATE WOULD OTHERWISE PUBLISH PROPOSED RULES.**

13 **F. UPON DETERMINATION THAT AN EMERGENCY EXISTS, THE**
14 **COMMISSION MAY CONSIDER AND ADOPT AN EMERGENCY RULE WITH 48 HOURS'**
15 **NOTICE, WITH OPPORTUNITY TO COMMENT, PROVIDED THAT THE USUAL**
16 **RULEMAKING PROCEDURES SHALL BE RETROACTIVELY APPLIED TO THE RULE AS**
17 **SOON AS REASONABLY POSSIBLE, IN NO EVENT LATER THAN NINETY (90) DAYS**
18 **AFTER THE EFFECTIVE DATE OF THE RULE. FOR THE PURPOSES OF THIS**
19 **PROVISION, AN EMERGENCY RULE IS ONE THAT MUST BE ADOPTED IMMEDIATELY**
20 **IN ORDER TO:**

21 **1. MEET AN IMMINENT THREAT TO PUBLIC HEALTH, SAFETY, OR**
22 **WELFARE;**

23 **2. PREVENT A LOSS OF COMMISSION OR MEMBER STATE FUNDS;**

24 **3. MEET A DEADLINE FOR THE PROMULGATION OF AN**
25 **ADMINISTRATIVE RULE THAT IS ESTABLISHED BY FEDERAL LAW OR RULE; OR**

26 **4. PROTECT PUBLIC HEALTH AND SAFETY.**

27 **SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT.**

28 **A. OVERSIGHT.**

29 **1. THE EXECUTIVE AND JUDICIAL BRANCHES OF THE STATE**
30 **GOVERNMENT IN EACH MEMBER STATE SHALL ENFORCE THIS COMPACT AND TAKE**
31 **ALL ACTIONS NECESSARY AND APPROPRIATE TO IMPLEMENT THE COMPACT.**

1 **2. VENUE IS PROPER AND JUDICIAL PROCEEDINGS BY OR AGAINST**
2 **THE COMMISSION SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN A COURT OF**
3 **COMPETENT JURISDICTION WHERE THE PRINCIPAL OFFICE OF THE COMMISSION IS**
4 **LOCATED. THE COMMISSION MAY WAIVE VENUE AND JURISDICTIONAL DEFENSES**
5 **TO THE EXTENT IT ADOPTS OR CONSENTS TO PARTICIPATE IN ALTERNATIVE**
6 **DISPUTE RESOLUTION PROCEEDINGS. NOTHING HEREIN SHALL AFFECT OR LIMIT**
7 **THE SELECTION OR PROPRIETY OF VENUE IN ANY ACTION AGAINST A LICENSEE FOR**
8 **PROFESSIONAL MALPRACTICE, MISCONDUCT, OR ANY SUCH SIMILAR MATTER.**

9 **3. THE COMMISSION SHALL BE ENTITLED TO RECEIVE SERVICE OF**
10 **PROCESS IN ANY PROCEEDING REGARDING THE ENFORCEMENT OR**
11 **INTERPRETATION OF THE COMPACT AND SHALL HAVE STANDING TO INTERVENE IN**
12 **SUCH A PROCEEDING FOR ALL PURPOSES. FAILURE TO PROVIDE THE COMMISSION**
13 **SERVICE OF PROCESS SHALL RENDER A JUDGMENT OR ORDER VOID AS TO THE**
14 **COMMISSION, THIS COMPACT, OR PROMULGATED RULES.**

15 **B. DEFAULT, TECHNICAL ASSISTANCE, AND TERMINATION.**

16 **1. IF THE COMMISSION DETERMINES THAT A MEMBER STATE HAS**
17 **DEFAULTED IN THE PERFORMANCE OF ITS OBLIGATIONS OR RESPONSIBILITIES**
18 **UNDER THIS COMPACT OR THE PROMULGATED RULES, THE COMMISSION SHALL**
19 **PROVIDE WRITTEN NOTICE TO THE DEFAULTING STATE. THE NOTICE OF DEFAULT**
20 **SHALL DESCRIBE THE DEFAULT, THE PROPOSED MEANS OF CURING THE DEFAULT,**
21 **AND ANY OTHER ACTION THAT THE COMMISSION MAY TAKE, AND SHALL OFFER**
22 **TRAINING AND SPECIFIC TECHNICAL ASSISTANCE REGARDING THE DEFAULT.**

23 **2. THE COMMISSION SHALL PROVIDE A COPY OF THE NOTICE OF**
24 **DEFAULT TO THE OTHER MEMBER STATES.**

25 **C. IF A STATE IN DEFAULT FAILS TO CURE THE DEFAULT, THE DEFAULTING**
26 **STATE MAY BE TERMINATED FROM THE COMPACT UPON AN AFFIRMATIVE VOTE OF**
27 **A SUPERMAJORITY OF THE DELEGATES OF THE MEMBER STATES, AND ALL RIGHTS,**
28 **PRIVILEGES AND BENEFITS CONFERRED ON THAT STATE BY THIS COMPACT MAY BE**
29 **TERMINATED ON THE EFFECTIVE DATE OF TERMINATION. A CURE OF THE DEFAULT**
30 **DOES NOT RELIEVE THE OFFENDING STATE OF OBLIGATIONS OR LIABILITIES**
31 **INCURRED DURING THE PERIOD OF DEFAULT.**

32 **D. TERMINATION OF MEMBERSHIP IN THE COMPACT SHALL BE IMPOSED**
33 **ONLY AFTER ALL OTHER MEANS OF SECURING COMPLIANCE HAVE BEEN**
34 **EXHAUSTED. NOTICE OF INTENT TO SUSPEND OR TERMINATE SHALL BE GIVEN BY**
35 **THE COMMISSION TO THE GOVERNOR, THE MAJORITY AND MINORITY LEADERS OF**

1 THE DEFAULTING STATE'S LEGISLATURE, THE DEFAULTING STATE'S LICENSING
2 AUTHORITY, AND EACH OF THE MEMBER STATES' LICENSING AUTHORITIES.

3 E. A STATE THAT HAS BEEN TERMINATED IS RESPONSIBLE FOR ALL
4 ASSESSMENTS, OBLIGATIONS, AND LIABILITIES INCURRED THROUGH THE
5 EFFECTIVE DATE OF TERMINATION, INCLUDING OBLIGATIONS THAT EXTEND
6 BEYOND THE EFFECTIVE DATE OF TERMINATION.

7 F. UPON THE TERMINATION OF A STATE'S MEMBERSHIP FROM THIS
8 COMPACT, THAT STATE SHALL IMMEDIATELY PROVIDE NOTICE TO ALL LICENSEES
9 WITHIN THAT STATE OF SUCH TERMINATION. THE TERMINATED STATE SHALL
10 CONTINUE TO RECOGNIZE ALL LICENSES GRANTED PURSUANT TO THIS COMPACT
11 FOR A MINIMUM OF SIX (6) MONTHS AFTER THE DATE OF SAID NOTICE OF
12 TERMINATION.

13 G. THE COMMISSION MAY NOT BEAR ANY COSTS RELATED TO A STATE
14 THAT IS FOUND TO BE IN DEFAULT OR THAT HAS BEEN TERMINATED FROM THE
15 COMPACT, UNLESS AGREED UPON IN WRITING BETWEEN THE COMMISSION AND THE
16 DEFAULTING STATE.

17 H. THE DEFAULTING STATE MAY APPEAL THE ACTION OF THE
18 COMMISSION BY PETITIONING THE U.S. DISTRICT COURT FOR THE DISTRICT OF
19 COLUMBIA OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS
20 PRINCIPAL OFFICES. THE PREVAILING PARTY SHALL BE AWARDED ALL COSTS OF
21 SUCH LITIGATION, INCLUDING REASONABLE ATTORNEY'S FEES.

22 I. DISPUTE RESOLUTION.

23 1. UPON REQUEST BY A MEMBER STATE, THE COMMISSION SHALL
24 ATTEMPT TO RESOLVE DISPUTES RELATED TO THE COMPACT THAT ARISE AMONG
25 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 J. ENFORCEMENT.

30 1. BY MAJORITY VOTE AS PROVIDED BY RULE, THE COMMISSION
31 MAY INITIATE LEGAL ACTION AGAINST A MEMBER STATE IN DEFAULT IN THE
32 UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA OR THE
33 FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS PRINCIPAL OFFICES TO
34 ENFORCE COMPLIANCE WITH THE PROVISIONS OF THE COMPACT AND ITS

1 PROMULGATED RULES. THE RELIEF SOUGHT MAY INCLUDE BOTH INJUNCTIVE
2 RELIEF AND DAMAGES. IN THE EVENT JUDICIAL ENFORCEMENT IS NECESSARY, THE
3 PREVAILING PARTY SHALL BE AWARDED ALL COSTS OF SUCH LITIGATION,
4 INCLUDING REASONABLE ATTORNEY'S FEES. THE REMEDIES HEREIN MAY NOT BE
5 THE EXCLUSIVE REMEDIES OF THE COMMISSION. THE COMMISSION MAY PURSUE
6 ANY OTHER REMEDIES AVAILABLE UNDER FEDERAL OR THE DEFAULTING MEMBER
7 STATE'S LAW.

8 2. A MEMBER STATE MAY INITIATE LEGAL ACTION AGAINST THE
9 COMMISSION IN THE U.S. DISTRICT COURT FOR THE DISTRICT OF COLUMBIA OR
10 THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS PRINCIPAL OFFICES TO
11 ENFORCE COMPLIANCE WITH THE PROVISIONS OF THE COMPACT AND ITS
12 PROMULGATED RULES. THE RELIEF SOUGHT MAY INCLUDE BOTH INJUNCTIVE
13 RELIEF AND DAMAGES. IN THE EVENT JUDICIAL ENFORCEMENT IS NECESSARY, THE
14 PREVAILING PARTY SHALL BE AWARDED ALL COSTS OF SUCH LITIGATION,
15 INCLUDING REASONABLE ATTORNEY'S FEES.

16 3. NO PERSON OTHER THAN A MEMBER STATE SHALL ENFORCE
17 THIS COMPACT AGAINST THE COMMISSION.

18 **SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT.**

19 A. THE COMPACT SHALL COME INTO EFFECT ON THE DATE ON WHICH THE
20 COMPACT STATUTE IS ENACTED INTO LAW IN THE SEVENTH MEMBER STATE.

21 1. ON OR AFTER THE EFFECTIVE DATE OF THE COMPACT INDICATED
22 ABOVE, THE COMMISSION SHALL CONVENE AND REVIEW THE ENACTMENT OF EACH
23 OF THE CHARTER MEMBER STATES TO DETERMINE IF THE STATUTE ENACTED BY
24 EACH SUCH CHARTER MEMBER STATE IS MATERIALLY DIFFERENT THAN THE
25 MODEL COMPACT STATUTE.

26 A. A CHARTER MEMBER STATE WHOSE ENACTMENT IS FOUND
27 TO BE MATERIALLY DIFFERENT FROM THE MODEL COMPACT STATUTE SHALL BE
28 ENTITLED TO THE DEFAULT PROCESS SET FORTH IN SECTION 10.

29 B. IF ANY MEMBER STATE IS LATER FOUND TO BE IN DEFAULT,
30 OR IS TERMINATED OR WITHDRAWS FROM THE COMPACT, THE COMMISSION SHALL
31 REMAIN IN EXISTENCE AND THE COMPACT SHALL REMAIN IN EFFECT EVEN IF THE
32 NUMBER OF MEMBER STATES SHOULD BE LESS THAN SEVEN.

33 2. MEMBER STATES ENACTING THE COMPACT SUBSEQUENT TO THE
34 CHARTER MEMBER STATES SHALL BE SUBJECT TO THE PROCESS SET FORTH IN
35 SECTION 7.C(22) TO DETERMINE IF THEIR ENACTMENTS ARE MATERIALLY

1 DIFFERENT FROM THE MODEL COMPACT STATUTE AND WHETHER THEY QUALIFY
2 FOR PARTICIPATION IN THE COMPACT.

3 **3. ALL ACTIONS TAKEN FOR THE BENEFIT OF THE COMMISSION OR**
4 **IN FURTHERANCE OF THE PURPOSES OF THE ADMINISTRATION OF THE COMPACT**
5 **PRIOR TO THE EFFECTIVE DATE OF THE COMPACT OR THE COMMISSION COMING**
6 **INTO EXISTENCE SHALL BE CONSIDERED TO BE ACTIONS OF THE COMMISSION**
7 **UNLESS SPECIFICALLY REPUDIATED BY THE COMMISSION.**

8 **A. ANY STATE THAT JOINS THE COMPACT SUBSEQUENT TO**
9 **THE COMMISSION'S INITIAL ADOPTION OF THE RULES AND BYLAWS SHALL BE**
10 **SUBJECT TO THE RULES AND BYLAWS AS THEY EXIST ON THE DATE ON WHICH THE**
11 **COMPACT BECOMES LAW IN THAT STATE. ANY RULE THAT HAS BEEN PREVIOUSLY**
12 **ADOPTED BY THE COMMISSION SHALL HAVE THE FULL FORCE AND EFFECT OF LAW**
13 **ON THE DAY THE COMPACT BECOMES LAW IN THAT STATE.**

14 **B. ANY MEMBER STATE MAY WITHDRAW FROM THIS COMPACT**
15 **BY ENACTING A STATUTE REPEALING THE SAME.**

16 **B. A MEMBER STATE'S WITHDRAWAL MAY NOT TAKE EFFECT UNTIL 180**
17 **DAYS AFTER ENACTMENT OF THE REPEALING STATUTE.**

18 **C. WITHDRAWAL MAY NOT AFFECT THE CONTINUING REQUIREMENT OF**
19 **THE WITHDRAWING STATE'S LICENSING AUTHORITY TO COMPLY WITH THE**
20 **INVESTIGATIVE AND ADVERSE ACTION REPORTING REQUIREMENTS OF THIS**
21 **COMPACT PRIOR TO THE EFFECTIVE DATE OF WITHDRAWAL.**

22 **D. UPON THE ENACTMENT OF A STATUTE WITHDRAWING FROM THIS**
23 **COMPACT, A STATE SHALL IMMEDIATELY PROVIDE NOTICE OF SUCH WITHDRAWAL**
24 **TO ALL LICENSEES WITHIN THAT STATE. NOTWITHSTANDING ANY SUBSEQUENT**
25 **STATUTORY ENACTMENT TO THE CONTRARY, SUCH WITHDRAWING STATE SHALL**
26 **CONTINUE TO RECOGNIZE ALL LICENSES GRANTED PURSUANT TO THIS COMPACT**
27 **FOR A MINIMUM OF SIX (6) MONTHS AFTER THE DATE OF SUCH NOTICE OF**
28 **WITHDRAWAL.**

29 **1. NOTHING CONTAINED IN THIS COMPACT SHALL BE CONSTRUED**
30 **TO INVALIDATE OR PREVENT ANY LICENSURE AGREEMENT OR OTHER COOPERATIVE**
31 **ARRANGEMENT BETWEEN A MEMBER STATE AND A NON-MEMBER STATE THAT**
32 **DOES NOT CONFLICT WITH THE PROVISIONS OF THIS COMPACT.**

33 **2. THIS COMPACT MAY BE AMENDED BY THE MEMBER STATES. NO**
34 **AMENDMENT TO THIS COMPACT SHALL BECOME EFFECTIVE AND BINDING UPON**
35 **ANY MEMBER STATE UNTIL IT IS ENACTED INTO THE LAWS OF ALL MEMBER STATES.**

1 **SECTION 12. CONSTRUCTION AND SEVERABILITY.**

2 **A. THIS COMPACT AND THE COMMISSION'S RULEMAKING AUTHORITY**
3 **SHALL BE LIBERALLY CONSTRUED SO AS TO EFFECTUATE THE PURPOSES AND THE**
4 **IMPLEMENTATION AND ADMINISTRATION OF THE COMPACT. PROVISIONS OF THE**
5 **COMPACT EXPRESSLY AUTHORIZING OR REQUIRING THE PROMULGATION OF**
6 **RULES MAY NOT BE CONSTRUED TO LIMIT THE COMMISSION'S RULEMAKING**
7 **AUTHORITY SOLELY FOR THOSE PURPOSES.**

8 **B. THE PROVISIONS OF THIS COMPACT SHALL BE SEVERABLE AND IF ANY**
9 **PHRASE, CLAUSE, SENTENCE OR PROVISION OF THIS COMPACT IS HELD BY A COURT**
10 **OF COMPETENT JURISDICTION TO BE CONTRARY TO THE CONSTITUTION OF ANY**
11 **MEMBER STATE, A STATE SEEKING PARTICIPATION IN THE COMPACT, OR OF THE**
12 **UNITED STATES, OR THE APPLICABILITY THEREOF TO ANY GOVERNMENT, AGENCY,**
13 **PERSON, OR CIRCUMSTANCE IS HELD TO BE UNCONSTITUTIONAL BY A COURT OF**
14 **COMPETENT JURISDICTION, THE VALIDITY OF THE REMAINDER OF THIS COMPACT**
15 **AND THE APPLICABILITY THEREOF TO ANY OTHER GOVERNMENT, AGENCY, PERSON,**
16 **OR CIRCUMSTANCE MAY NOT BE AFFECTED THEREBY.**

17 **C. NOTWITHSTANDING SUBSECTION B OF THIS SECTION, THE**
18 **COMMISSION MAY DENY A STATE'S PARTICIPATION IN THE COMPACT OR, IN**
19 **ACCORDANCE WITH THE REQUIREMENTS OF SECTION 10.B, TERMINATE A MEMBER**
20 **STATE'S PARTICIPATION IN THE COMPACT, IF IT DETERMINES THAT A**
21 **CONSTITUTIONAL REQUIREMENT OF A MEMBER STATE IS A MATERIAL DEPARTURE**
22 **FROM THE COMPACT. OTHERWISE, IF THIS COMPACT SHALL BE HELD TO BE**
23 **CONTRARY TO THE CONSTITUTION OF ANY MEMBER STATE, THE COMPACT SHALL**
24 **REMAIN IN FULL FORCE AND EFFECT AS TO THE REMAINING MEMBER STATES AND**
25 **IN FULL FORCE AND EFFECT AS TO THE MEMBER STATE AFFECTED AS TO ALL**
26 **SEVERABLE MATTERS.**

27 **SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS.**

28 **A. NOTHING HEREIN SHALL PREVENT OR INHIBIT THE ENFORCEMENT OF**
29 **ANY OTHER LAW OF A MEMBER STATE THAT IS NOT INCONSISTENT WITH THE**
30 **COMPACT.**

31 **B. ANY LAWS, STATUTES, REGULATIONS, OR OTHER LEGAL**
32 **REQUIREMENTS IN A MEMBER STATE IN CONFLICT WITH THE COMPACT ARE**
33 **SUPERSEDED TO THE EXTENT OF THE CONFLICT.**

34 **C. ALL PERMISSIBLE AGREEMENTS BETWEEN THE COMMISSION AND THE**
35 **MEMBER STATES ARE BINDING IN ACCORDANCE WITH THEIR TERMS.**

1 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
2 October 1, 2026.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.