

LEGISLATURE OF NEBRASKA
ONE HUNDRED EIGHTH LEGISLATURE
SECOND SESSION

LEGISLATIVE BILL 835

Introduced by Blood, 3.

Read first time January 03, 2024

Committee: Education

- 1 A BILL FOR AN ACT relating to public health; to amend section 38-3113,
- 2 Reissue Revised Statutes of Nebraska; to adopt the School
- 3 Psychologist Interstate Licensure Compact; to harmonize provisions;
- 4 and to repeal the original section.
- 5 Be it enacted by the people of the State of Nebraska,

1 Section 1. This section shall be known and cited as the School
2 Psychologist Interstate Licensure Compact. The State of Nebraska adopts
3 the School Psychologist Interstate Licensure Compact in the form
4 substantially as follows:

5 SECTION 1. PURPOSE

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

15 To facilitate the objectives described above, this Compact:

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

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

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

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

31 E. Requires School Psychologists practicing within a Member State to

1 comply with the Scope of Practice laws present in the State where the
2 School Psychological Services are being provided;

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

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

7 SECTION 2. DEFINITIONS

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

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

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

20 D. "Commissioner" means the individual appointed by a Member State
21 to serve as the representative to the Commission for that Member State.

22 E. "Compact" means this School Psychologist Interstate Licensure
23 Compact.

24 F. "Continuing Professional Education" means a requirement, imposed
25 by a Member State as a condition of License renewal to provide evidence
26 of successful participation in professional educational activities
27 relevant to the provision of School Psychological Services.

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

1 repository, as defined in 28 C.F.R. 20.3(f).

2 H. "Doctoral Level Degree" means a graduate degree program that
3 consists of at least ninety graduate semester hours in the field of
4 School Psychology and that includes a supervised internship.

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

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

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

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

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

20 N. "School Psychological Services" means academic, mental, and
21 behavioral health services including assessment, prevention, consultation
22 and collaboration, intervention, and evaluation provided by a School
23 Psychologist in a school, as outlined in applicable professional
24 standards as determined by Commission Rule.

25 O. "License" means a current license, certification, or other
26 authorization granted by a Member State's Licensing Authority that
27 permits an individual to provide School Psychological Services.

28 P. "Licensee" means an individual who holds a License from a Member
29 State to provide School Psychological Services.

30 Q. "Member State" means a State that has enacted the Compact and
31 been admitted to the Commission in accordance with the provisions herein

1 and Commission Rules.

2 R. "Model Compact" means the model language for the School
3 Psychologist Interstate Licensure Compact on file with the Council of
4 State Governments or other entity as designated by the Commission.

5 S. "Practice of School Psychology" means the delivery of School
6 Psychological Services.

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

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

15 V. "Specialist-Level Degree" means a degree program that requires at
16 least sixty graduate semester hours or equivalent in the field of School
17 Psychology and that includes a supervised internship.

18 W. "Qualifying National Exam" means a national licensing examination
19 endorsed by the National Association of School Psychologists and any
20 other exam as approved by the Rules of the Commission.

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

27 Y. "Remote State" means a Member State other than the Home State
28 where a Licensee holds a License through the Compact.

29 Z. "Rule" means a regulation promulgated by an entity, including,
30 but not limited to, the Commission and the State Licensing Authority of
31 each Member State, that has the force of law.

1 AA. "School Psychologist" means an individual who has met the
2 requirements to obtain a Home State License that legally conveys the
3 professional title of School Psychologist, or its equivalent as
4 determined by the Rules of the Commission.

5 BB. "Scope of Practice" means the procedures, actions, and processes
6 a School Psychologist licensed in a State is permitted to undertake in
7 that State and the circumstances under which that Licensee is permitted
8 to undertake those procedures, actions, and processes. Such procedures,
9 actions, and processes, and the circumstances under which they may be
10 undertaken, may be established through means including, but not limited
11 to, statute, regulation, case law, and other processes available to the
12 State Licensing Authority or other government agency.

13 CC. "State" means any state, commonwealth, district, or territory of
14 the United States of America.

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

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

21 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

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

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

3 5. Notify the Commission, in compliance with the terms of the
4 Compact and the Commission's Rules, of any Adverse Action taken against a
5 Licensee, or of the availability of investigative information which
6 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 defined by the
9 Rules of the Commission;

10 b. Completed a minimum of one thousand two hundred hours of
11 supervised internship, of which at least six hundred must have been
12 completed in a school, prior to being approved for licensure; and

13 c. Graduated from a Qualifying School Psychologist Education
14 Program;

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

17 B. Each Member State shall grant an Equivalent License to practice
18 School Psychology in that state upon application by a Licensee who
19 satisfies the criteria of Section 4.A. Each Member State shall grant
20 renewal of the Equivalent License to a Licensee who satisfies the
21 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 State
26 under this Compact, a Licensee must:

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

28 2. Satisfy any applicable State Specific Requirements established by
29 the Member State after an Equivalent License is granted;

30 3. Complete any administrative or application requirements which the
31 Commission may establish by Rule and pay any associated fees;

1 4. Complete any requirements for renewal in the Home State,
2 including applicable Continuing Professional Education requirements; and
3 5. Upon application to receive a license under this Compact, undergo
4 a criminal background check in the Member State in which the Equivalent
5 License is sought in accordance with the laws and regulations of such
6 Member State.

7 B. To renew an Equivalent License in a Member State other than the
8 Home State, a Licensee must only apply for renewal, complete a background
9 check, and pay renewal fees as determined by the State Licensing
10 Authority.

11 SECTION 5. ACTIVE MILITARY MEMBERS OR THEIR SPOUSES

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

15 A. The Licensee's permanent residence;

16 B. A Member State that is the Licensee's primary State of Practice;
17 and

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

20 SECTION 6. DISCIPLINE AND ADVERSE ACTIONS

21 A. Nothing in this Compact shall be deemed or construed to limit the
22 authority of a Member State to investigate or impose disciplinary
23 measures on Licensees according to the Scope of Practice Laws thereof.

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

1 communicate its intention and purpose for such disclosure to the Member
2 State which originally provided that information.

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

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

13 B. Membership, Voting, and Meetings

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

16 2. The delegate shall be the primary administrative officer of the
17 Member State Licensing Authority or the officer's designee who is an
18 employee of the Member State Licensing Authority.

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

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

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

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

28 7. A delegate shall vote in person or by such other means as
29 provided in the bylaws. The bylaws may provide for delegates to meet by
30 telecommunication, videoconference, or other means of communication.

31 8. The Commission shall meet at least once during each calendar

1 year. Additional meetings may be held as set forth in the bylaws. The
2 Commission may meet by telecommunication, videoconference, or other
3 similar electronic means.

4 C. The Commission shall have the following powers:

5 1. Establish the fiscal year of the Commission;

6 2. Establish code of conduct and conflict of interest policies;

7 3. Establish and amend Rules and bylaws;

8 4. Establish the procedure through which a Licensee may change their
9 Home State;

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

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

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

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

19 9. Purchase and maintain insurance and bonds;

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

22 11. Conduct an annual financial review;

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

28 13. Assess and collect fees;

29 14. Accept any and all appropriate gifts, donations, grants of
30 money, other sources of revenue, equipment, supplies, materials, and
31 services and receive, utilize, and dispose of the same; provided that at

1 all times the Commission shall avoid any appearance of impropriety and/or
2 conflict of interest;

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

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

7 17. Establish a budget and make expenditures;

8 18. Borrow money;

9 19. Appoint committees, including standing committees, composed of
10 members, State regulators, State legislators or their representatives,
11 consumer representatives, and such other interested persons as may be
12 designated in this Compact and the bylaws;

13 20. Provide and receive information from, and cooperate with, law
14 enforcement agencies;

15 21. Establish and elect an Executive Committee, including a Chair
16 and a Vice Chair;

17 22. Determine whether a State's adopted language is materially
18 different from the Model Compact language such that the State would not
19 qualify for participation in the Compact; and

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

22 D. The Executive Committee

23 1. The Executive Committee shall have the power to act on behalf of
24 the Commission according to the terms of this Compact. The powers,
25 duties, and responsibilities of the Executive Committee shall include:

26 a. Oversee the day-to-day activities of the administration of the
27 Compact including enforcement and compliance with the provisions of the
28 Compact, its Rules and bylaws, and other such duties as deemed necessary;

29 b. Recommend to the Commission changes to the Rules or bylaws,
30 changes to this Compact legislation, fees charged to Member States, fees
31 charged to Licensees, and other fees;

- 1 c. Ensure Compact administration services are appropriately
2 provided, including by contract;
- 3 d. Prepare and recommend the budget;
- 4 e. Maintain financial records on behalf of the Commission;
- 5 f. Monitor Compact compliance of Member States and provide
6 compliance reports to the Commission;
- 7 g. Establish additional committees as necessary;
- 8 h. Exercise the powers and duties of the Commission during the
9 interim between Commission meetings, except for adopting or amending
10 Rules, adopting or amending bylaws, and exercising any other powers and
11 duties expressly reserved to the Commission by Rule or bylaw; and
- 12 i. Other duties as provided in the Rules or bylaws of the
13 Commission.
- 14 2. The Executive Committee shall be composed of up to seven members:
- 15 a. The Chair and Vice Chair of the Commission shall be voting
16 members of the Executive Committee; and
- 17 b. The Commission shall elect five voting members from the current
18 membership of the Commission.
- 19 3. The Commission may remove any member of the Executive Committee
20 as provided in the Commission's bylaws.
- 21 4. The Executive Committee shall meet at least annually.
- 22 a. Executive Committee meetings shall be open to the public, except
23 that the Executive Committee may meet in a closed, nonpublic meeting as
24 provided in subsection F.2 below.
- 25 b. The Executive Committee shall give thirty days' notice of its
26 meetings, posted on its website and as determined to provide notice to
27 persons with an interest in the business of the Commission.
- 28 c. The Executive Committee may hold a special meeting in accordance
29 with subsection F.1.b below.
- 30 E. The Commission shall adopt and provide to the Member States an
31 annual report.

1 F. Meetings of the Commission

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

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

9 b. The Commission may hold a special meeting when it must meet to
10 conduct emergency business by giving forty-eight hours' notice to all
11 commissioners on the Commission's website and by other means as provided
12 in the Commission's rules. The Commission's legal counsel shall certify
13 that the Commission's need to meet qualifies as an emergency.

14 2. The Commission, the Executive Committee, or other committees of
15 the Commission may convene in a closed, nonpublic meeting for the
16 Commission, Executive Committee, or other committees of the Commission to
17 receive legal advice or to discuss:

18 a. Noncompliance of a Member State with its obligations under the
19 Compact;

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

22 c. Current or threatened discipline of a Licensee by the Commission
23 or by a Member State's Licensing Authority;

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

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

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

28 g. Trade secrets or commercial or financial information that is
29 privileged or confidential;

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

- 1 i. Investigative records compiled for law enforcement purposes;
2 j. Information related to any investigative reports prepared by, on
3 behalf of, or for use of the Commission or other committee charged with
4 responsibility of investigation or determination of compliance issues
5 pursuant to the Compact;
6 k. Matters specifically exempted from disclosure by federal or
7 Member State law; or
8 1. Other matters as promulgated by the Commission by Rule.
9 3. If a meeting, or portion of a meeting, is closed, the presiding
10 officer shall state that the meeting will be closed and reference each
11 relevant exempting provision, and such reference shall be recorded in the
12 minutes.
13 4. The Commission shall keep minutes that fully and clearly describe
14 all matters discussed in a meeting and shall provide a full and accurate
15 summary of actions taken, and the reasons therefore, including a
16 description of the views expressed. All documents considered in
17 connection with an action shall be identified in such minutes. All
18 minutes and documents of a closed meeting shall remain under seal,
19 subject to release only by a majority vote of the Commission or order of
20 a court of competent jurisdiction.
21 G. Financing of the Commission
22 1. The Commission shall pay, or provide for the payment of, the
23 reasonable expenses of its establishment, organization, and ongoing
24 activities.
25 2. The Commission may accept any and all appropriate revenue sources
26 as provided in subsection C.14.
27 3. The Commission may levy on and collect an annual assessment from
28 each Member State and impose fees on Licensees practicing in the Member
29 States under an Equivalent License to cover the cost of the operations
30 and activities of the Commission and its staff, which must be in a total
31 amount sufficient to cover its annual budget as approved each year for

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

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

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

16 H. Qualified Immunity, Defense, and Indemnification

17 1. The members, officers, executive director, employees, and
18 representatives of the Commission shall have no greater liability than a
19 state employee would have under the same or similar circumstances, either
20 personally or in their official capacity, for any claim for damage to or
21 loss of property or personal injury or other civil liability caused by or
22 arising out of any actual or alleged act, error, or omission that
23 occurred, or that the person against whom the claim is made had a
24 reasonable basis for believing occurred, within the scope of Commission
25 employment, duties, or responsibilities; provided that nothing in this
26 paragraph shall be construed to protect any such person from suit or
27 liability for any damage, loss, injury, or liability caused by the
28 intentional or willful or wanton misconduct of that person. The
29 procurement of insurance of any type by the Commission shall not in any
30 way compromise or limit the immunity granted hereunder.

31 2. The Commission shall defend any member, officer, executive

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

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

21 4. Nothing herein shall be construed as a limitation on the
22 liability of any Licensee for professional malpractice or misconduct,
23 which shall be governed solely by any other applicable state laws.

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

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

31 SECTION 8. FACILITATING INFORMATION EXCHANGE

1 A. The Commission shall provide for facilitating the exchange of
2 information to administer and implement the provisions of this Compact in
3 accordance with the Rules of the Commission, consistent with generally
4 accepted data protection principles.

5 B. Notwithstanding any other provision of State law to the contrary,
6 a Member State shall agree to provide for the facilitation of the
7 following Licensee information as required by the Rules of the
8 Commission, including:

9 1. Identifying information;

10 2. Licensure data;

11 3. Adverse Actions against a License and information related
12 thereto;

13 4. Nonconfidential information related to Alternative Program
14 participation, the beginning and ending dates of such participation, and
15 other information related to such participation not made confidential
16 under Member State law;

17 5. Any denial of application for licensure, and the reason for such
18 denial;

19 6. The presence of investigative information; and

20 7. Other information that may facilitate the administration of this
21 Compact or the protection of the public, as determined by the Rules of
22 the Commission.

23 C. Nothing in this Compact shall be deemed or construed to alter,
24 limit, or inhibit the power of a Member State to control and maintain
25 ownership of its Licensee information or alter, limit, or inhibit the
26 laws or regulations governing Licensee information in the Member State.

27 SECTION 9. RULEMAKING

28 A. The Commission shall exercise its Rulemaking powers pursuant to
29 the criteria set forth in this Compact and the Rules adopted thereunder.
30 Rules and amendments shall become binding as of the date specified in
31 each Rule or amendment.

1 B. The Commission shall promulgate reasonable Rules to achieve the
2 intent and purpose of this Compact. In the event the Commission exercises
3 its Rulemaking authority in a manner that is beyond purpose and intent of
4 this Compact, or the powers granted hereunder, then such an action by the
5 Commission shall be invalid and have no force and effect of law in the
6 Member States.

7 C. If a majority of the legislatures of the Member States rejects a
8 Rule, by enactment of a statute or resolution in the same manner used to
9 adopt the Compact within four years of the date of adoption of the Rule,
10 then such Rule shall have no further force and effect in any Member
11 State.

12 D. Rules or amendments to the Rules shall be adopted or ratified at
13 a regular or special meeting of the Commission in accordance with
14 Commission Rules and Bylaws.

15 E. Prior to promulgation and adoption of a final Rule or Rules by
16 the Commission, and at least thirty days in advance of the meeting at
17 which the Rule will be considered and voted upon, the Commission shall
18 file a notice of proposed rulemaking:

19 1. On the website of the Commission or other publicly accessible
20 platform; and

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

24 F. Upon determination that an emergency exists, the Commission may
25 consider and adopt an emergency Rule with forty-eight hours' notice, with
26 opportunity to comment, provided that the usual Rulemaking procedures
27 shall be retroactively applied to the Rule as soon as reasonably
28 possible, in no event later than ninety days after the effective date of
29 the Rule. For the purposes of this provision, an emergency Rule is one
30 that must be adopted immediately in order to:

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

- 1 2. Prevent a loss of Commission or Member State funds;
- 2 3. Meet a deadline for the promulgation of an administrative Rule
- 3 that is established by federal law or Rule; or
- 4 4. Protect public health and safety.

5 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

6 A. Oversight

7 1. The executive and judicial branches of the State government in
8 each Member State shall enforce this Compact and take all actions
9 necessary and appropriate to implement the Compact.

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

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

24 B. Default, Technical Assistance, and Termination

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

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

3 C. If a State in default fails to cure the default, the defaulting
4 State may be terminated from the Compact upon an affirmative vote of a
5 supermajority of the delegates of the Member States, and all rights,
6 privileges, and benefits conferred on that state by this Compact may be
7 terminated on the effective date of termination. A cure of the default
8 does not relieve the offending State of obligations or liabilities
9 incurred during the period of default.

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

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

20 F. Upon the termination of a State's membership from this Compact,
21 that State shall immediately provide notice to all Licensees within that
22 State of such termination. The terminated State shall continue to
23 recognize all Licenses granted pursuant to this Compact for a minimum of
24 six months after the date of the notice of termination.

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

29 H. The defaulting State may appeal the action of the Commission by
30 petitioning the United States District Court for the District of Columbia
31 or the federal district where the Commission has its principal offices.

1 The prevailing party shall be awarded all costs of such litigation,
2 including reasonable attorney's fees.

3 I. Dispute Resolution

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

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

9 J. Enforcement

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

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

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

31 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

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

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

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

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

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

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

31 b. Any Member State may withdraw from this Compact by enacting a

1 statute repealing the same.

2 B. A Member State's withdrawal shall not take effect until one
3 hundred eighty days after enactment of the repealing statute.

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

8 D. Upon the enactment of a statute withdrawing from this Compact, a
9 State shall immediately provide notice of such withdrawal to all
10 licensees within that State. Notwithstanding any subsequent statutory
11 enactment to the contrary, such withdrawing State shall continue to
12 recognize all licenses granted pursuant to this Compact for a minimum of
13 six months after the date of such notice of withdrawal.

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

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

21 SECTION 12. CONSTRUCTION AND SEVERABILITY

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

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

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

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

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

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

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

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

22 Sec. 2. Section 38-3113, Reissue Revised Statutes of Nebraska, is
23 amended to read:

24 38-3113 Nothing in the Psychology Practice Act shall be construed to
25 prevent:

26 (1) The teaching of psychology, the conduct of psychological
27 research, or the provision of psychological services or consultation to
28 organizations or institutions if such teaching, research, or service does
29 not involve the delivery or supervision of direct psychological services
30 to individuals or groups of individuals who are themselves, rather than a
31 third party, the intended beneficiaries of such services, without regard

1 to the source or extent of payment for services rendered. Nothing in the
2 act shall prevent the provision of expert testimony by psychologists who
3 are otherwise exempted by the act. Persons holding a doctoral degree in
4 psychology from an institution of higher education may use the title
5 psychologist in conjunction with the activities permitted by this
6 subdivision;

7 (2) Members of other recognized professions that are licensed,
8 certified, or regulated under the laws of this state from rendering
9 services consistent with their professional training and code of ethics
10 and within the scope of practice as set out in the statutes regulating
11 their professional practice if they do not represent themselves to be
12 psychologists;

13 (3) Duly recognized members of the clergy from functioning in their
14 ministerial capacity if they do not represent themselves to be
15 psychologists or their services as psychological;

16 (4) Persons who are certified as school psychologists by the State
17 Board of Education or who hold an Equivalent License under the School
18 Psychologist Interstate Licensure Compact from using the title school
19 psychologist and practicing psychology as defined in the Psychology
20 Practice Act if such practice is restricted to regular employment within
21 a setting under the jurisdiction of the State Board of Education. Such
22 individuals shall be employees of the educational setting and not
23 independent contractors providing psychological services to educational
24 settings; or

25 (5) Any of the following persons from engaging in activities defined
26 as the practice of psychology if they do not represent themselves by the
27 title psychologist, if they do not use terms other than psychological
28 trainee, psychological intern, psychological resident, or psychological
29 assistant to refer to themselves, and if they perform their activities
30 under the supervision and responsibility of a psychologist in accordance
31 with the rules and regulations adopted and promulgated under the

1 Psychology Practice Act:

2 (a) A matriculated graduate student in psychology whose activities
3 constitute a part of the course of study for a graduate degree in
4 psychology at an institution of higher education;

5 (b) An individual pursuing postdoctoral training or experience in
6 psychology, including persons seeking to fulfill the requirements for
7 licensure under the act; or

8 (c) An individual with a master's degree in clinical, counseling, or
9 educational psychology or an educational specialist degree in school
10 psychology who administers and scores and may develop interpretations of
11 psychological testing under the supervision of a psychologist. Such
12 individuals shall be deemed to be conducting their duties as an extension
13 of the legal and professional authority of the supervising psychologist
14 and shall not independently provide interpretive information or treatment
15 recommendations to clients or other health care professionals prior to
16 obtaining appropriate supervision. The department, with the
17 recommendation of the board, may adopt and promulgate rules and
18 regulations governing the conduct and supervision of persons referred to
19 in this subdivision, including the number of such persons that may be
20 supervised by a licensed psychologist. Persons who have carried out the
21 duties described in this subdivision as part of their employment in
22 institutions accredited by the Department of Health and Human Services,
23 the State Department of Education, or the Department of Correctional
24 Services for a period of two years prior to September 1, 1994, may use
25 the title psychologist associate in the context of their employment in
26 such settings. Use of the title shall be restricted to duties described
27 in this subdivision, and the title shall be used in its entirety. Partial
28 or abbreviated use of the title and use of the title beyond what is
29 specifically authorized in this subdivision shall constitute the
30 unlicensed practice of psychology.

31 Sec. 3. Original section 38-3113, Reissue Revised Statutes of

1 Nebraska, is repealed.