

ASSEMBLY BILL NO. 163—ASSEMBLYMEMBER HAFEN

PREFILED JANUARY 31, 2025

Referred to Committee on Commerce and Labor

SUMMARY—Enters into the Counseling Compact. (BDR 54-129)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: Yes.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~for mitted-m a t e r i a l~~ is material to be omitted.

AN ACT relating to mental health; ratifying and entering into the Counseling Compact; authorizing the sharing of certain information with the coordinated database and reporting system created by the Compact; providing licensed professional counselors practicing in this State under the Compact with the same legal status as clinical professional counselors who are licensed in this State; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 Existing law regulates the practice of licensed professional counselors, known
2 as clinical professional counselors, in this State. (Chapter 641A of NRS) **Section 1**
3 of this bill ratifies and enters into the Counseling Compact, which is an interstate
4 compact that allows a person who is licensed as a licensed professional counselor in
5 a state that is a member of the Compact to practice as a licensed professional
6 counselor in other states that are members of the Compact. In order to practice as a
7 licensed professional counselor under the Compact, the Compact requires a
8 licensed professional counselor to: (1) hold a license in his or her home state; (2)
9 have a valid social security number or National Practitioner Identifier; (3) notify the
10 Counseling Compact Commission, a joint public agency established by the
11 Compact, that he or she is seeking to practice under the Compact in another state;
12 (4) have had no encumbrances or restrictions placed against any license or authority
13 to practice under the Compact within the previous 2 years; (5) pay any applicable
14 fees; (6) meet any requirements for continuing education established by his or her
15 home state; (7) meet any requirement in the state in which he or she seeks to
16 practice under the Compact to pass an assessment of his or her knowledge of the
17 applicable laws and rules of that state; and (8) report any adverse action taken
18 against him or her or any encumbrance or restriction placed upon him or her in a
19 non-member state within 30 days after the date of the adverse action or the
20 placement of the encumbrance or restriction, as applicable. The Compact also
21 requires a member state to authorize a professional counselor who is licensed in a
22 member state to provide counseling services via telehealth to a patient located in



23 any member state under rules prescribed by the Commission. The Compact
24 authorizes a member state to take certain adverse actions against a licensed
25 professional counselor practicing within that member state under the Compact. The
26 Compact requires the Commission, among other duties, to: (1) establish bylaws; (2)
27 make rules that facilitate and coordinate implementation and administration of the
28 Compact; (3) hold meetings, which may be closed to the public under certain
29 conditions; (4) develop, maintain and use a coordinated database and reporting
30 system; and (5) resolve disputes related to the Compact among states that are
31 members of the Compact. The Commission is additionally authorized to levy and
32 collect an annual assessment from each state that is a member of the Compact.

33 **Section 2** of this bill authorizes the Board of Examiners for Marriage and
34 Family Therapists and Clinical Professional Counselors to disclose certain
35 investigatory information to the Commission and the coordinated database and
36 reporting system when required by the Compact. **Sections 1 and 4** of this bill
37 provide for the confidentiality of certain information disclosed to the Board from
38 the coordinated database and reporting system.

39 **Section 3** of this bill deems practicing as a licensed professional counselor
40 under the Compact to be equivalent to practicing as a clinical professional
41 counselor under a license issued by the Board.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** Chapter 641A of NRS is hereby amended by
2 adding thereto a new section to read as follows:

3 *The Counseling Compact is hereby ratified and entered into*
4 *with all other jurisdictions legally joining the Compact, in*
5 *substantially the form set forth in this section:*

6 **COUNSELING COMPACT**

7
8 **SECTION 1. PURPOSE**

9
10 *The purpose of this Compact is to facilitate interstate practice*
11 *of Licensed Professional Counselors with the goal of improving*
12 *public access to Professional Counseling services. The practice of*
13 *Professional Counseling occurs in the State where the client is*
14 *located at the time of the counseling services. The Compact*
15 *preserves the regulatory authority of States to protect public health*
16 *and safety through the current system of State licensure.*

17 *This Compact is designed to achieve the following objectives:*

18 *A. Increase public access to Professional Counseling services*
19 *by providing for the mutual recognition of other Member State*
20 *licenses;*

21 *B. Enhance the States' ability to protect the public's health*
22 *and safety;*

23 *C. Encourage the cooperation of Member States in*
24 *regulating multistate practice for Licensed Professional*
25 *Counselors;*



1 *D. Support spouses of relocating Active Duty Military*
2 *personnel;*

3 *E. Enhance the exchange of licensure, investigative, and*
4 *disciplinary information among Member States;*

5 *F. Allow for the use of Telehealth technology to facilitate*
6 *increased access to Professional Counseling services;*

7 *G. Support the uniformity of Professional Counseling*
8 *licensure requirements throughout the States to promote public*
9 *safety and public health benefits;*

10 *H. Invest all Member States with the authority to hold a*
11 *Licensed Professional Counselor accountable for meeting all State*
12 *practice laws in the State in which the client is located at the time*
13 *care is rendered through the mutual recognition of Member State*
14 *licenses;*

15 *I. Eliminate the necessity for licenses in multiple States; and*

16 *J. Provide opportunities for interstate practice by Licensed*
17 *Professional Counselors who meet uniform licensure*
18 *requirements.*

19
20 **SECTION 2. DEFINITIONS**

21
22 *As used in this Compact, and except as otherwise provided, the*
23 *following definitions shall apply:*

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

28 *B. "Adverse Action" means any administrative, civil,*
29 *equitable or criminal action permitted by a State's laws which is*
30 *imposed by a licensing board or other authority against a Licensed*
31 *Professional Counselor, including actions against an individual's*
32 *license or Privilege to Practice such as revocation, suspension,*
33 *probation, monitoring of the licensee, limitation on the licensee's*
34 *practice, or any other Encumbrance on licensure affecting a*
35 *Licensed Professional Counselor's authorization to practice,*
36 *including issuance of a cease and desist action.*

37 *C. "Alternative Program" means a non-disciplinary*
38 *monitoring or practice remediation process approved by a*
39 *Professional Counseling Licensing Board to address Impaired*
40 *Practitioners.*

41 *D. "Continuing Competence/Education" means a*
42 *requirement, as a condition of license renewal, to provide evidence*
43 *of participation in, and/or completion of, educational and*
44 *professional activities relevant to practice or area of work.*



1 *E. “Counseling Compact Commission” or “Commission”*
2 *means the national administrative body whose membership*
3 *consists of all States that have enacted the Compact.*

4 *F. “Current Significant Investigative Information” means:*

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

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

14 *G. “Data System” means a repository of information about*
15 *Licensees, including, but not limited to, continuing education,*
16 *examination, licensure, investigative, Privilege to Practice and*
17 *Adverse Action information.*

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

22 *I. “Encumbrance” means a revocation or suspension of, or*
23 *any limitation on, the full and unrestricted practice of Licensed*
24 *Professional Counseling by a Licensing Board.*

25 *J. “Executive Committee” means a group of directors elected*
26 *or appointed to act on behalf of, and within the powers granted to*
27 *them by, the Commission.*

28 *K. “Home State” means the Member State that is the*
29 *Licensee’s primary State of residence.*

30 *L. “Impaired Practitioner” means an individual who has a*
31 *condition(s) that may impair their ability to practice as a Licensed*
32 *Professional Counselor without some type of intervention and may*
33 *include, but are not limited to, alcohol and drug dependence,*
34 *mental health impairment, and neurological or physical*
35 *impairments.*

36 *M. “Investigative Information” means information, records,*
37 *and documents received or generated by a Professional*
38 *Counseling Licensing Board pursuant to an investigation.*

39 *N. “Jurisprudence Requirement” if required by a Member*
40 *State, means the assessment of an individual’s knowledge of the*
41 *laws and Rules governing the practice of Professional Counseling*
42 *in a State.*

43 *O. “Licensed Professional Counselor” means a counselor*
44 *licensed by a Member State, regardless of the title used by that*



1 *State, to independently assess, diagnose, and treat behavioral*
2 *health conditions.*

3 *P. "Licensee" means an individual who currently holds an*
4 *authorization from the State to practice as a Licensed Professional*
5 *Counselor.*

6 *Q. "Licensing Board" means the agency of a State, or*
7 *equivalent, that is responsible for the licensing and regulation of*
8 *Licensed Professional Counselors.*

9 *R. "Member State" means a State that has enacted the*
10 *Compact.*

11 *S. "Privilege to Practice" means a legal authorization, which*
12 *is equivalent to a license, permitting the practice of Professional*
13 *Counseling in a Remote State.*

14 *T. "Professional Counseling" means the assessment,*
15 *diagnosis, and treatment of behavioral health conditions by a*
16 *Licensed Professional Counselor.*

17 *U. "Remote State" means a Member State other than the*
18 *Home State, where a Licensee is exercising or seeking to exercise*
19 *the Privilege to Practice.*

20 *V. "Rule" means a regulation promulgated by the*
21 *Commission that has the force of law.*

22 *W. "Single State License" means a Licensed Professional*
23 *Counselor license issued by a Member State that authorizes*
24 *practice only within the issuing State and does not include a*
25 *Privilege to Practice in any other Member State.*

26 *X. "State" means any state, commonwealth, district, or*
27 *territory of the United States of America that regulates the practice*
28 *of Professional Counseling.*

29 *Y. "Telehealth" means the application of telecommunication*
30 *technology to deliver Professional Counseling services remotely to*
31 *assess, diagnose, and treat behavioral health conditions.*

32 *Z. "Unencumbered License" means a license that authorizes*
33 *a Licensed Professional Counselor to engage in the full and*
34 *unrestricted practice of Professional Counseling.*

35
36 **SECTION 3. STATE PARTICIPATION IN THE COMPACT**

37
38 **A. To Participate in the Compact, a State must currently:**

- 39 **1. License and regulate Licensed Professional Counselors;**
40 **2. Require Licensees to pass a nationally recognized exam**
41 **approved by the Commission;**
42 **3. Require Licensees to have a 60 semester-hour (or 90**
43 **quarter-hour) master's degree in counseling or 60 semester-hours**
44 **(or 90 quarter-hours) of graduate course work including the**
45 **following topic areas:**



1 *a. Professional Counseling Orientation and Ethical*
2 *Practice;*

3 *b. Social and Cultural Diversity;*

4 *c. Human Growth and Development;*

5 *d. Career Development;*

6 *e. Counseling and Helping Relationships;*

7 *f. Group Counseling and Group Work;*

8 *g. Diagnosis and Treatment; Assessment and Testing;*

9 *h. Research and Program Evaluation; and*

10 *i. Other areas as determined by the Commission.*

11 *4. Require Licensees to complete a supervised postgraduate*
12 *professional experience as defined by the Commission; and*

13 *5. Have a mechanism in place for receiving and*
14 *investigating complaints about Licensees.*

15 *B. A Member State shall:*

16 *1. Participate fully in the Commission's Data System,*
17 *including using the Commission's unique identifier as defined in*
18 *Rules;*

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

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

29 *a. A member state must fully implement a criminal*
30 *background check requirement, within a time frame established by*
31 *rule, by receiving the results of the Federal Bureau of*
32 *Investigation record search and shall use the results in making*
33 *licensure decisions.*

34 *b. Communication between a Member State, the*
35 *Commission and among Member States regarding the verification*
36 *of eligibility for licensure through the Compact shall not include*
37 *any information received from the Federal Bureau of*
38 *Investigation relating to a federal criminal records check*
39 *performed by a Member State under Public Law 92-544.*

40 *4. Comply with the Rules of the Commission;*

41 *5. Require an applicant to obtain or retain a license in the*
42 *Home State and meet the Home State's qualifications for*
43 *licensure or renewal of licensure, as well as all other applicable*
44 *State laws;*



1 6. *Grant the Privilege to Practice to a Licensee holding a*
2 *valid Unencumbered License in another Member State in*
3 *accordance with the terms of the Compact and Rules; and*

4 7. *Provide for the attendance of the State's commissioner to*
5 *the Counseling Compact Commission meetings.*

6 C. *Member States may charge a fee for granting the Privilege*
7 *to Practice.*

8 D. *Individuals not residing in a Member State shall continue*
9 *to be able to apply for a Member State's Single State License as*
10 *provided under the laws of each Member State. However, the*
11 *Single State License granted to these individuals shall not be*
12 *recognized as granting a Privilege to Practice Professional*
13 *Counseling in any other Member State.*

14 E. *Nothing in this Compact shall affect the requirements*
15 *established by a Member State for the issuance of a Single State*
16 *License.*

17 F. *A license issued to a Licensed Professional Counselor by a*
18 *Home State to a resident in that State shall be recognized by each*
19 *Member State as authorizing a Licensed Professional Counselor*
20 *to practice Professional Counseling, under a Privilege to Practice,*
21 *in each Member State.*

22
23 **SECTION 4. PRIVILEGE TO PRACTICE**

24
25 A. *To exercise the Privilege to Practice under the terms and*
26 *provisions of the Compact, the Licensee shall:*

27 1. *Hold a license in the Home State;*

28 2. *Have a valid United States Social Security Number or*
29 *National Practitioner Identifier;*

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

32 4. *Have not had any Encumbrance or restriction against*
33 *any license or Privilege to Practice within the previous two (2)*
34 *years;*

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

37 6. *Pay any applicable fees, including any State fee, for the*
38 *Privilege to Practice;*

39 7. *Meet any Continuing Competence/Education*
40 *requirements established by the Home State;*

41 8. *Meet any Jurisprudence Requirements established by the*
42 *Remote State(s) in which the Licensee is seeking a Privilege to*
43 *Practice; and*



1 9. *Report to the Commission any Adverse Action,*
2 *Encumbrance, or restriction on license taken by any non-Member*
3 *State within 30 days from the date the action is taken.*

4 B. *The Privilege to Practice is valid until the expiration date*
5 *of the Home State license. The Licensee must comply with the*
6 *requirements of Section 4(A) to maintain the Privilege to Practice*
7 *in the Remote State.*

8 C. *A Licensee providing Professional Counseling in a*
9 *Remote State under the Privilege to Practice shall adhere to the*
10 *laws and regulations of the Remote State.*

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

20 E. *If a Home State license is encumbered, the Licensee shall*
21 *lose the Privilege to Practice in any Remote State until the*
22 *following occur:*

23 1. *The Home State license is no longer encumbered; and*

24 2. *Have not had any Encumbrance or restriction against*
25 *any license or Privilege to Practice within the previous two (2)*
26 *years.*

27 F. *Once an Encumbered License in the Home State is*
28 *restored to good standing, the Licensee must meet the*
29 *requirements of Section 4(A) to obtain a Privilege to Practice in*
30 *any Remote State.*

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

34 1. *The specific period of time for which the Privilege to*
35 *Practice was removed has ended;*

36 2. *All fines have been paid; and*

37 3. *Have not had any Encumbrance or restriction against*
38 *any license or Privilege to Practice within the previous two (2)*
39 *years.*

40 H. *Once the requirements of Section 4(G) have been met, the*
41 *Licensee must meet the requirements in Section 4(A) to obtain a*
42 *Privilege to Practice in a Remote State.*



1 **SECTION 5. OBTAINING A NEW HOME STATE LICENSE**
2 **BASED ON A PRIVILEGE TO PRACTICE**

3
4 A. A Licensed Professional Counselor may hold a Home
5 State license, which allows for a Privilege to Practice in other
6 Member States, in only one Member State at a time.

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

9 1. The Licensed Professional Counselor shall file an
10 application for obtaining a new Home State license based on a
11 Privilege to Practice, pay all applicable fees, and notify the current
12 and new Home State in accordance with applicable Rules adopted
13 by the Commission.

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

19 a. A Federal Bureau of Investigation fingerprint based
20 criminal background check if not previously performed or updated
21 pursuant to applicable rules adopted by the Commission in
22 accordance with Public Law 92-544;

23 b. Other criminal background check as required by the
24 new Home State; and

25 c. Completion of any requisite Jurisprudence
26 Requirements of the new Home State.

27 3. The former Home State shall convert the former Home
28 State license into a Privilege to Practice once the new Home State
29 has activated the new Home State license in accordance with
30 applicable Rules adopted by the Commission.

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

35 5. The Licensed Professional Counselor shall pay all
36 applicable fees to the new Home State in order to be issued a new
37 Home State license.

38 C. If a Licensed Professional Counselor changes Primary
39 State of Residence by moving from a Member State to a non-
40 Member State, or from a non-Member State to a Member State,
41 the State criteria shall apply for issuance of a Single State License
42 in the new State.

43 D. Nothing in this Compact shall interfere with a Licensee's
44 ability to hold a Single State License in multiple States, however



1 *for the purposes of this Compact, a Licensee shall have only one*
2 *Home State license.*

3 *E. Nothing in this Compact shall affect the requirements*
4 *established by a Member State for the issuance of a Single State*
5 *License.*

6
7 **SECTION 6. ACTIVE DUTY MILITARY**
8 **PERSONNEL OR THEIR SPOUSES**
9

10 *Active Duty Military personnel, or their spouse, shall designate*
11 *a Home State where the individual has a current license in good*
12 *standing. The individual may retain the Home State designation*
13 *during the period the service member is on active duty.*
14 *Subsequent to designating a Home State, the individual shall only*
15 *change their Home State through application for licensure in the*
16 *new State, or through the process outlined in Section 5.*
17

18 **SECTION 7. COMPACT PRIVILEGE**
19 **TO PRACTICE TELEHEALTH**
20

21 *A. Member States shall recognize the right of a Licensed*
22 *Professional Counselor, licensed by a Home State in accordance*
23 *with Section 3 and under Rules promulgated by the Commission,*
24 *to practice Professional Counseling in any Member State via*
25 *Telehealth under a Privilege to Practice as provided in the*
26 *Compact and Rules promulgated by the Commission.*

27 *B. A Licensee providing Professional Counseling services in*
28 *a Remote State under the Privilege to Practice shall adhere to the*
29 *laws and regulations of the Remote State.*
30

31 **SECTION 8. ADVERSE ACTIONS**
32

33 *A. In addition to the other powers conferred by State law, a*
34 *Remote State shall have the authority, in accordance with existing*
35 *State due process law, to:*

36 *1. Take Adverse Action against a Licensed Professional*
37 *Counselor's Privilege to Practice within that Member State, and*

38 *2. Issue subpoenas for both hearings and investigations*
39 *that require the attendance and testimony of witnesses as well as*
40 *the production of evidence. Subpoenas issued by a Licensing*
41 *Board in a Member State for the attendance and testimony of*
42 *witnesses or the production of evidence from another Member*
43 *State shall be enforced in the latter State by any court of*
44 *competent jurisdiction, according to the practice and procedure of*
45 *that court applicable to subpoenas issued in proceedings pending*



1 before it. The issuing authority shall pay any witness fees, travel
2 expenses, mileage, and other fees required by the service statutes
3 of the State in which the witnesses or evidence are located.

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

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

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

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

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

28 F. Joint Investigations:

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

33 2. Member States shall share any investigative, litigation, or
34 compliance materials in furtherance of any joint or individual
35 investigation initiated under the Compact.

36 G. If Adverse Action is taken by the Home State against the
37 license of a Licensed Professional Counselor, the Licensed
38 Professional Counselor's Privilege to Practice in all other Member
39 States shall be deactivated until all Encumbrances have been
40 removed from the State license. All Home State disciplinary orders
41 that impose Adverse Action against the license of a Licensed
42 Professional Counselor shall include a Statement that the
43 Licensed Professional Counselor's Privilege to Practice is
44 deactivated in all Member States during the pendency of the order.



1 *H. If a Member State takes Adverse Action, it shall promptly*
2 *notify the administrator of the Data System. The administrator of*
3 *the Data System shall promptly notify the Home State of any*
4 *Adverse Actions by Remote States.*

5 *I. Nothing in this Compact shall override a Member State's*
6 *decision that participation in an Alternative Program may be used*
7 *in lieu of Adverse Action.*

8
9 **SECTION 9. ESTABLISHMENT OF COUNSELING**
10 **COMPACT COMMISSION**

11
12 *A. The Compact Member States hereby create and establish a*
13 *joint public agency known as the Counseling Compact*
14 *Commission.*

15 *1. The Commission is an instrumentality of the Compact*
16 *States.*

17 *2. Venue is proper and judicial proceedings by or against*
18 *the Commission shall be brought solely and exclusively in a court*
19 *of competent jurisdiction where the principal office of the*
20 *Commission is located. The Commission may waive venue and*
21 *jurisdictional defenses to the extent it adopts or consents to*
22 *participate in alternative dispute resolution proceedings.*

23 *3. Nothing in this Compact shall be construed to be a*
24 *waiver of sovereign immunity.*

25 *B. Membership, Voting, and Meetings*

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

28 *2. The delegate shall be either:*

29 *a. A current member of the Licensing Board at the time*
30 *of appointment, who is a Licensed Professional Counselor or*
31 *public member; or*

32 *b. An administrator of the Licensing Board.*

33 *3. Any delegate may be removed or suspended from office*
34 *as provided by the law of the State from which the delegate is*
35 *appointed.*

36 *4. The Member State Licensing Board shall fill any*
37 *vacancy occurring on the Commission within 60 days.*

38 *5. Each delegate shall be entitled to one (1) vote with*
39 *regard to the promulgation of Rules and creation of bylaws and*
40 *shall otherwise have an opportunity to participate in the business*
41 *and affairs of the Commission.*

42 *6. A delegate shall vote in person or by such other means as*
43 *provided in the bylaws. The bylaws may provide for delegates'*
44 *participation in meetings by telephone or other means of*
45 *communication.*



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

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

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

8 1. *Establish the fiscal year of the Commission;*

9 2. *Establish bylaws;*

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

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

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

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

20 7. *Purchase and maintain insurance and bonds;*

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

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

29 10. *Accept any and all appropriate donations and grants of*
30 *money, equipment, supplies, materials, and services, and to*
31 *receive, utilize, and dispose of the same; provided that at all times*
32 *the Commission shall avoid any appearance of impropriety and/or*
33 *conflict of interest;*

34 11. *Lease, purchase, accept appropriate gifts or donations*
35 *of, or otherwise to own, hold, improve or use, any property, real,*
36 *personal or mixed; provided that at all times the Commission shall*
37 *avoid any appearance of impropriety;*

38 12. *Sell convey, mortgage, pledge, lease, exchange,*
39 *abandon, or otherwise dispose of any property real, personal, or*
40 *mixed;*

41 13. *Establish a budget and make expenditures;*

42 14. *Borrow money;*

43 15. *Appoint committees, including standing committees*
44 *composed of members, State regulators, State legislators or their*
45 *representatives, and consumer representatives, and such other*



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

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

5 17. Establish and elect an Executive Committee; and

6 18. Perform such other functions as may be necessary or
7 appropriate to achieve the purposes of this Compact consistent
8 with the State regulation of Professional Counseling licensure and
9 practice.

10 D. The Executive Committee

11 1. The Executive Committee shall have the power to act on
12 behalf of the Commission according to the terms of this Compact.

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

15 a. Seven (7) voting members who are elected by the
16 Commission from the current membership of the Commission;
17 and

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

20 c. The ex-officio members will be selected by their
21 respective organizations.

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

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

25 5. The Executive Committee shall have the following duties
26 and responsibilities:

27 a. Recommend to the entire Commission changes to the
28 Rules or bylaws, changes to this Compact legislation, fees paid by
29 Compact Member States such as annual dues, and any
30 Commission Compact fee charged to Licensees for the Privilege to
31 Practice;

32 b. Ensure Compact administration services are
33 appropriately provided, contractual or otherwise;

34 c. Prepare and recommend the budget;

35 d. Maintain financial records on behalf of the
36 Commission;

37 e. Monitor Compact compliance of Member States and
38 provide compliance reports to the Commission;

39 f. Establish additional committees as necessary; and

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

41 E. Meetings of the Commission

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



1 2. *The Commission or the Executive Committee or other*
2 *committees of the Commission may convene in a closed, non-*
3 *public meeting if the Commission or Executive Committee or*
4 *other committees of the Commission must discuss:*

5 a. *Non-compliance of a Member State with its*
6 *obligations under the Compact;*

7 b. *The employment, compensation, discipline or other*
8 *matters, practices or procedures related to specific employees or*
9 *other matters related to the Commission's internal personnel*
10 *practices and procedures;*

11 c. *Current, threatened, or reasonably anticipated*
12 *litigation;*

13 d. *Negotiation of contracts for the purchase, lease, or*
14 *sale of goods, services, or real estate;*

15 e. *Accusing any person of a crime or formally censuring*
16 *any person;*

17 f. *Disclosure of trade secrets or commercial or financial*
18 *information that is privileged or confidential;*

19 g. *Disclosure of information of a personal nature where*
20 *disclosure would constitute a clearly unwarranted invasion of*
21 *personal privacy;*

22 h. *Disclosure of investigative records compiled for law*
23 *enforcement purposes;*

24 i. *Disclosure of information related to any investigative*
25 *reports prepared by or on behalf of or for use of the Commission*
26 *or other committee charged with responsibility of investigation or*
27 *determination of compliance issues pursuant to the Compact; or*

28 j. *Matters specifically exempted from disclosure by*
29 *federal or Member State statute.*

30 3. *If a meeting, or portion of a meeting, is closed pursuant*
31 *to this provision, the Commission's legal counsel or designee shall*
32 *certify that the meeting may be closed and shall reference each*
33 *relevant exempting provision.*

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

43 F. *Financing of the Commission*



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

4 2. *The Commission may accept any and all appropriate*
5 *revenue sources, donations, and grants of money, equipment,*
6 *supplies, materials, and services.*

7 3. *The Commission may levy on and collect an annual*
8 *assessment from each Member State or impose fees on other*
9 *parties to cover the cost of the operations and activities of the*
10 *Commission and its staff, which must be in a total amount*
11 *sufficient to cover its annual budget as approved each year for*
12 *which revenue is not provided by other sources. The aggregate*
13 *annual assessment amount shall be allocated based upon a*
14 *formula to be determined by the Commission, which shall*
15 *promulgate a Rule binding upon all Member States.*

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

20 5. *The Commission shall keep accurate accounts of all*
21 *receipts and disbursements. The receipts and disbursements of the*
22 *Commission shall be subject to the audit and accounting*
23 *procedures established under its bylaws. However, all receipts and*
24 *disbursements of funds handled by the Commission shall be*
25 *audited yearly by a certified or licensed public accountant, and the*
26 *report of the audit shall be included in and become part of the*
27 *annual report of the Commission.*

28 G. *Qualified Immunity, Defense, and Indemnification*

29 1. *The members, officers, executive director, employees and*
30 *representatives of the Commission shall be immune from suit and*
31 *liability, either personally or in their official capacity, for any*
32 *claim for damage to or loss of property or personal injury or other*
33 *civil liability caused by or arising out of any actual or alleged act,*
34 *error or omission that occurred, or that the person against whom*
35 *the claim is made had a reasonable basis for believing occurred*
36 *within the scope of Commission employment, duties or*
37 *responsibilities; provided that nothing in this paragraph shall be*
38 *construed to protect any such person from suit and/or liability for*
39 *any damage, loss, injury, or liability caused by the intentional or*
40 *willful or wanton misconduct of that person.*

41 2. *The Commission shall defend any member, officer,*
42 *executive director, employee or representative of the Commission*
43 *in any civil action seeking to impose liability arising out of any*
44 *actual or alleged act, error, or omission that occurred within the*
45 *scope of Commission employment, duties, or responsibilities, or*



1 *that the person against whom the claim is made had a reasonable*
2 *basis for believing occurred within the scope of Commission*
3 *employment, duties, or responsibilities; provided that nothing*
4 *herein shall be construed to prohibit that person from retaining*
5 *his or her own counsel; and provided further, that the actual or*
6 *alleged act, error, or omission did not result from that person's*
7 *intentional or willful or wanton misconduct.*

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

19
20 **SECTION 10. DATA SYSTEM**

21
22 A. *The Commission shall provide for the development,*
23 *maintenance, operation, and utilization of a coordinated database*
24 *and reporting system containing licensure, Adverse Action, and*
25 *Investigative Information on all licensed individuals in Member*
26 *States.*

27 B. *Notwithstanding any other provision of State law to the*
28 *contrary, a Member State shall submit a uniform data set to the*
29 *Data System on all individuals to whom this Compact is applicable*
30 *as required by the Rules of the Commission, including:*

- 31 1. *Identifying information;*
32 2. *Licensure data;*
33 3. *Adverse Actions against a license or Privilege to*
34 *Practice;*
35 4. *Non-confidential information related to Alternative*
36 *Program participation;*
37 5. *Any denial of application for licensure, and the reason(s)*
38 *for such denial;*
39 6. *Current Significant Investigative Information; and*
40 7. *Other information that may facilitate the administration*
41 *of this Compact, as determined by the Rules of the Commission.*

42 C. *Investigative Information pertaining to a Licensee in any*
43 *Member State will only be available to other Member States.*

44 D. *The Commission shall promptly notify all Member States*
45 *of any Adverse Action taken against a Licensee or an individual*



1 *applying for a license. Adverse Action information pertaining to a*
2 *Licensee in any Member State will be available to any other*
3 *Member State.*

4 *E. Member States contributing information to the Data*
5 *System may designate information that may not be shared with the*
6 *public without the express permission of the contributing State.*

7 *F. Any information submitted to the Data System that is*
8 *subsequently required to be expunged by the laws of the Member*
9 *State contributing the information shall be removed from the Data*
10 *System.*

11
12 **SECTION 11. RULEMAKING**

13
14 *A. The Commission shall promulgate reasonable Rules in*
15 *order to effectively and efficiently achieve the purpose of the*
16 *Compact. Notwithstanding the foregoing, in the event the*
17 *Commission exercises its Rulemaking authority in a manner that*
18 *is beyond the scope of the purposes of the Compact, or the powers*
19 *granted hereunder, then such an action by the Commission shall*
20 *be invalid and have no force or effect.*

21 *B. The Commission shall exercise its Rulemaking powers*
22 *pursuant to the criteria set forth in this Section and the Rules*
23 *adopted thereunder. Rules and amendments shall become binding*
24 *as of the date specified in each Rule or amendment.*

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

30 *D. Rules or amendments to the Rules shall be adopted at a*
31 *regular or special meeting of the Commission.*

32 *E. Prior to promulgation and adoption of a final Rule or*
33 *Rules by the Commission, and at least thirty (30) days in advance*
34 *of the meeting at which the Rule will be considered and voted*
35 *upon, the Commission shall file a Notice of Proposed*
36 *Rulemaking:*

37 *1. On the website of the Commission or other publicly*
38 *accessible platform; and*

39 *2. On the website of each Member State Professional*
40 *Counseling Licensing Board or other publicly accessible platform*
41 *or the publication in which each State would otherwise publish*
42 *proposed Rules.*

43 *F. The Notice of Proposed Rulemaking shall include:*

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



1 2. *The text of the proposed Rule or amendment and the*
2 *reason for the proposed Rule;*

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

5 4. *The manner in which interested persons may submit*
6 *notice to the Commission of their intention to attend the public*
7 *hearing and any written comments.*

8 G. *Prior to adoption of a proposed Rule, the Commission*
9 *shall allow persons to submit written data, facts, opinions, and*
10 *arguments, which shall be made available to the public.*

11 H. *The Commission shall grant an opportunity for a public*
12 *hearing before it adopts a Rule or amendment if a hearing is*
13 *requested by:*

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

15 2. *A State or federal governmental subdivision or agency;*

16 *or*

17 3. *An association having at least twenty-five (25) members.*

18 I. *If a hearing is held on the proposed Rule or amendment,*
19 *the Commission shall publish the place, time, and date of the*
20 *scheduled public hearing. If the hearing is held via electronic*
21 *means, the Commission shall publish the mechanism for access to*
22 *the electronic hearing.*

23 1. *All persons wishing to be heard at the hearing shall*
24 *notify the executive director of the Commission or other*
25 *designated member in writing of their desire to appear and testify*
26 *at the hearing not less than five (5) business days before the*
27 *scheduled date of the hearing.*

28 2. *Hearings shall be conducted in a manner providing each*
29 *person who wishes to comment a fair and reasonable opportunity*
30 *to comment orally or in writing.*

31 3. *All hearings will be recorded. A copy of the recording*
32 *will be made available on request.*

33 4. *Nothing in this Section shall be construed as requiring a*
34 *separate hearing on each Rule. Rules may be grouped for the*
35 *convenience of the Commission at hearings required by this*
36 *Section.*

37 J. *Following the scheduled hearing date, or by the close of*
38 *business on the scheduled hearing date if the hearing was not*
39 *held, the Commission shall consider all written and oral comments*
40 *received.*

41 K. *If no written notice of intent to attend the public hearing*
42 *by interested parties is received, the Commission may proceed with*
43 *promulgation of the proposed Rule without a public hearing.*

44 L. *The Commission shall, by majority vote of all members,*
45 *take final action on the proposed Rule and shall determine the*



1 *effective date of the Rule, if any, based on the Rulemaking record*
2 *and the full text of the Rule.*

3 *M. Upon determination that an emergency exists, the*
4 *Commission may consider and adopt an emergency Rule without*
5 *prior notice, opportunity for comment, or hearing, provided that*
6 *the usual Rulemaking procedures provided in the Compact and in*
7 *this Section shall be retroactively applied to the Rule as soon as*
8 *reasonably possible, in no event later than ninety (90) days after*
9 *the effective date of the Rule. For the purposes of this provision,*
10 *an emergency Rule is one that must be adopted immediately in*
11 *order to:*

- 12 *1. Meet an imminent threat to public health, safety, or*
13 *welfare;*
- 14 *2. Prevent a loss of Commission or Member State funds;*
- 15 *3. Meet a deadline for the promulgation of an*
16 *administrative Rule that is established by federal law or Rule; or*
- 17 *4. Protect public health and safety.*

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

32
33 **SECTION 12. OVERSIGHT, DISPUTE**
34 **RESOLUTION, AND ENFORCEMENT**
35

36 **A. Oversight**

37 *1. The executive, legislative, and judicial branches of State*
38 *government in each Member State shall enforce this Compact and*
39 *take all actions necessary and appropriate to effectuate the*
40 *Compact's purposes and intent. The provisions of this Compact*
41 *and the Rules promulgated hereunder shall have standing as*
42 *statutory law.*

43 *2. All courts shall take judicial notice of the Compact and*
44 *the Rules in any judicial or administrative proceeding in a*
45 *Member State pertaining to the subject matter of this Compact*



1 *which may affect the powers, responsibilities, or actions of the*
2 *Commission.*

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

9 *B. Default, Technical Assistance, and Termination*

10 *1. If the Commission determines that a Member State has*
11 *defaulted in the performance of its obligations or responsibilities*
12 *under this Compact or the promulgated Rules, the Commission*
13 *shall:*

14 *a. Provide written notice to the defaulting State and*
15 *other Member States of the nature of the default, the proposed*
16 *means of curing the default and/or any other action to be taken by*
17 *the Commission; and*

18 *b. Provide remedial training and specific technical*
19 *assistance regarding the default.*

20 *C. If a State in default fails to cure the default, the defaulting*
21 *State may be terminated from the Compact upon an affirmative*
22 *vote of a majority of the Member States, and all rights, privileges*
23 *and benefits conferred by this Compact may be terminated on the*
24 *effective date of termination. A cure of the default does not relieve*
25 *the offending State of obligations or liabilities incurred during the*
26 *period of default.*

27 *D. Termination of membership in the Compact shall be*
28 *imposed only after all other means of securing compliance have*
29 *been exhausted. Notice of intent to suspend or terminate shall be*
30 *given by the Commission to the governor, the majority and*
31 *minority leaders of the defaulting State's legislature, and each of*
32 *the Member States.*

33 *E. A State that has been terminated is responsible for all*
34 *assessments, obligations, and liabilities incurred through the*
35 *effective date of termination, including obligations that extend*
36 *beyond the effective date of termination.*

37 *F. The Commission shall not bear any costs related to a State*
38 *that is found to be in default or that has been terminated from the*
39 *Compact, unless agreed upon in writing between the Commission*
40 *and the defaulting State.*

41 *G. The defaulting State may appeal the action of the*
42 *Commission by petitioning the U.S. District Court for the District*
43 *of Columbia or the federal district where the Commission has its*
44 *principal offices. The prevailing member shall be awarded all*
45 *costs of such litigation, including reasonable attorney's fees.*



1 **H. Dispute Resolution**

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

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

9 **I. Enforcement**

10 1. *The Commission, in the reasonable exercise of its*
11 *discretion, shall enforce the provisions and Rules of this Compact.*

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

21 3. *The remedies herein shall not be the exclusive remedies*
22 *of the Commission. The Commission may pursue any other*
23 *remedies available under federal or State law.*

24
25 **SECTION 13. DATE OF IMPLEMENTATION**
26 **OF THE COUNSELING COMPACT**
27 **COMMISSION AND ASSOCIATED RULES,**
28 **WITHDRAWAL, AND AMENDMENT**
29

30 **A.** *The Compact shall come into effect on the date on which*
31 *the Compact statute is enacted into law in the tenth Member State.*
32 *The provisions, which become effective at that time, shall be*
33 *limited to the powers granted to the Commission relating to*
34 *assembly and the promulgation of Rules. Thereafter, the*
35 *Commission shall meet and exercise Rulemaking powers*
36 *necessary to the implementation and administration of the*
37 *Compact.*

38 **B.** *Any State that joins the Compact subsequent to the*
39 *Commission's initial adoption of the Rules shall be subject to the*
40 *Rules as they exist on the date on which the Compact becomes law*
41 *in that State. Any Rule that has been previously adopted by the*
42 *Commission shall have the full force and effect of law on the day*
43 *the Compact becomes law in that State.*

44 **C.** *Any Member State may withdraw from this Compact by*
45 *enacting a statute repealing the same.*



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

3 2. *Withdrawal shall not affect the continuing requirement*
4 *of the withdrawing State's Professional Counseling Licensing*
5 *Board to comply with the investigative and Adverse Action*
6 *reporting requirements of this act prior to the effective date of*
7 *withdrawal.*

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

13 E. *This Compact may be amended by the Member States. No*
14 *amendment to this Compact shall become effective and binding*
15 *upon any Member State until it is enacted into the laws of all*
16 *Member States.*

17
18 **SECTION 14. CONSTRUCTION AND SEVERABILITY**

19
20 *This Compact shall be liberally construed so as to effectuate*
21 *the purposes thereof. The provisions of this Compact shall be*
22 *severable and if any phrase, clause, sentence or provision of this*
23 *Compact is declared to be contrary to the constitution of any*
24 *Member State or of the United States or the applicability thereof to*
25 *any government, agency, person or circumstance is held invalid,*
26 *the validity of the remainder of this Compact and the applicability*
27 *thereof to any government, agency, person or circumstance shall*
28 *not be affected thereby. If this Compact shall be held contrary to*
29 *the constitution of any Member State, the Compact shall remain in*
30 *full force and effect as to the remaining Member States and in full*
31 *force and effect as to the Member State affected as to all severable*
32 *matters.*

33
34 **SECTION 15. BINDING EFFECT OF**
35 **COMPACT AND OTHER LAWS**

36
37 A. *A Licensee providing Professional Counseling services in*
38 *a Remote State under the Privilege to Practice shall adhere to the*
39 *laws and regulations, including scope of practice, of the Remote*
40 *State.*

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

43 C. *Any laws in a Member State in conflict with the Compact*
44 *are superseded to the extent of the conflict.*



1 *D. Any lawful actions of the Commission, including all Rules*
2 *and bylaws properly promulgated by the Commission, are binding*
3 *upon the Member States.*

4 *E. All permissible agreements between the Commission and*
5 *the Member States are binding in accordance with their terms.*

6 *F. In the event any provision of the Compact exceeds the*
7 *constitutional limits imposed on the legislature of any Member*
8 *State, the provision shall be ineffective to the extent of the conflict*
9 *with the constitutional provision in question in that Member State.*

10 **Sec. 2.** NRS 641A.191 is hereby amended to read as follows:

11 641A.191 1. Except as otherwise provided in this section and
12 NRS 239.0115, *and section 1 of this act*, any records or information
13 obtained during the course of an investigation by the Board and any
14 record of the investigation are confidential.

15 2. The complaint or other document filed by the Board to
16 initiate disciplinary action and all documents and information
17 considered by the Board when determining whether to impose
18 discipline are public records.

19 3. This section does not prohibit the Board from
20 communicating or cooperating with any other licensing board or
21 agency or any agency which is investigating a licensee, including a
22 law enforcement agency.

23 **Sec. 3.** The preliminary chapter of NRS is hereby amended by
24 adding thereto a new section to read as follows:

25 *Except as otherwise expressly provided in a particular statute*
26 *or required by the context, privilege to practice as a licensed*
27 *professional counselor in this State under the Counseling*
28 *Compact ratified and entered into in section 1 of this act shall be*
29 *deemed to be equivalent to a license to practice as a clinical*
30 *professional counselor issued by the Board of Examiners for*
31 *Marriage and Family Therapists and Clinical Professional*
32 *Counselors pursuant to chapter 641A of NRS.*

33 **Sec. 4.** NRS 239.010 is hereby amended to read as follows:

34 239.010 1. Except as otherwise provided in this section and
35 NRS 1.4683, 1.4687, 1A.110, 3.2203, 41.0397, 41.071, 49.095,
36 49.293, 62D.420, 62D.440, 62E.516, 62E.620, 62H.025, 62H.030,
37 62H.170, 62H.220, 62H.320, 75A.100, 75A.150, 76.160, 78.152,
38 80.113, 81.850, 82.183, 86.246, 86.54615, 87.515, 87.5413,
39 87A.200, 87A.580, 87A.640, 88.3355, 88.5927, 88.6067, 88A.345,
40 88A.7345, 89.045, 89.251, 90.730, 91.160, 116.757, 116A.270,
41 116B.880, 118B.026, 119.260, 119.265, 119.267, 119.280,
42 119A.280, 119A.653, 119A.677, 119B.370, 119B.382, 120A.640,
43 120A.690, 125.130, 125B.140, 126.141, 126.161, 126.163, 126.730,
44 127.007, 127.057, 127.130, 127.140, 127.2817, 128.090, 130.312,
45 130.712, 136.050, 159.044, 159A.044, 164.041, 172.075, 172.245,



1 176.01334, 176.01385, 176.015, 176.0625, 176.09129, 176.156,
2 176A.630, 178.39801, 178.4715, 178.5691, 178.5717, 179.495,
3 179A.070, 179A.165, 179D.160, 180.600, 200.3771, 200.3772,
4 200.5095, 200.604, 202.3662, 205.4651, 209.392, 209.3923,
5 209.3925, 209.419, 209.429, 209.521, 211A.140, 213.010, 213.040,
6 213.095, 213.131, 217.105, 217.110, 217.464, 217.475, 218A.350,
7 218E.625, 218F.150, 218G.130, 218G.240, 218G.350, 218G.615,
8 224.240, 226.462, 226.796, 228.270, 228.450, 228.495, 228.570,
9 231.069, 231.1285, 231.1473, 232.1369, 233.190, 237.300,
10 239.0105, 239.0113, 239.014, 239B.026, 239B.030, 239B.040,
11 239B.050, 239C.140, 239C.210, 239C.230, 239C.250, 239C.270,
12 239C.420, 240.007, 241.020, 241.030, 241.039, 242.105, 244.264,
13 244.335, 247.540, 247.545, 247.550, 247.560, 250.087, 250.130,
14 250.140, 250.145, 250.150, 268.095, 268.0978, 268.490, 268.910,
15 269.174, 271A.105, 281.195, 281.805, 281A.350, 281A.680,
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18 293.4855, 293.5002, 293.503, 293.504, 293.558, 293.5757, 293.870,
19 293.906, 293.908, 293.909, 293.910, 293B.135, 293D.510, 331.110,
20 332.061, 332.351, 333.333, 333.335, 338.070, 338.1379, 338.1593,
21 338.1725, 338.1727, 348.420, 349.597, 349.775, 353.205,
22 353A.049, 353A.085, 353A.100, 353C.240, 353D.250, 360.240,
23 360.247, 360.255, 360.755, 361.044, 361.2242, 361.610, 365.138,
24 366.160, 368A.180, 370.257, 370.327, 372A.080, 378.290, 378.300,
25 379.0075, 379.008, 379.1495, 385A.830, 385B.100, 387.626,
26 387.631, 388.1455, 388.259, 388.501, 388.503, 388.513, 388.750,
27 388A.247, 388A.249, 391.033, 391.035, 391.0365, 391.120,
28 391.925, 392.029, 392.147, 392.264, 392.271, 392.315, 392.317,
29 392.325, 392.327, 392.335, 392.850, 393.045, 394.167, 394.16975,
30 394.1698, 394.447, 394.460, 394.465, 396.1415, 396.1425, 396.143,
31 396.159, 396.3295, 396.405, 396.525, 396.535, 396.9685,
32 398A.115, 408.3885, 408.3886, 408.3888, 408.5484, 412.153,
33 414.280, 416.070, 422.2749, 422.305, 422A.342, 422A.350,
34 425.400, 427A.1236, 427A.872, 427A.940, 432.028, 432.205,
35 432B.175, 432B.280, 432B.290, 432B.4018, 432B.407, 432B.430,
36 432B.560, 432B.5902, 432C.140, 432C.150, 433.534, 433A.360,
37 439.4941, 439.4988, 439.5282, 439.840, 439.914, 439A.116,
38 439A.124, 439B.420, 439B.754, 439B.760, 439B.845, 440.170,
39 441A.195, 441A.220, 441A.230, 442.330, 442.395, 442.735,
40 442.774, 445A.665, 445B.570, 445B.7773, 449.209, 449.245,
41 449.4315, 449A.112, 450.140, 450B.188, 450B.805, 453.164,
42 453.720, 458.055, 458.280, 459.050, 459.3866, 459.555, 459.7056,
43 459.846, 463.120, 463.15993, 463.240, 463.3403, 463.3407,
44 463.790, 467.1005, 480.535, 480.545, 480.935, 480.940, 481.063,
45 481.091, 481.093, 482.170, 482.368, 482.5536, 483.340, 483.363,



1 483.575, 483.659, 483.800, 484A.469, 484B.830, 484B.833,
2 484E.070, 485.316, 501.344, 503.452, 522.040, 534A.031, 561.285,
3 571.160, 584.655, 587.877, 598.0964, 598.098, 598A.110,
4 598A.420, 599B.090, 603.070, 603A.210, 604A.303, 604A.710,
5 604D.500, 604D.600, 612.265, 616B.012, 616B.015, 616B.315,
6 616B.350, 618.341, 618.425, 622.238, 622.310, 623.131, 623A.137,
7 624.110, 624.265, 624.327, 625.425, 625A.185, 628.418, 628B.230,
8 628B.760, 629.043, 629.047, 629.069, 630.133, 630.2671,
9 630.2672, 630.2673, 630.2687, 630.30665, 630.336, 630A.327,
10 630A.555, 631.332, 631.368, 632.121, 632.125, 632.3415,
11 632.3423, 632.405, 633.283, 633.301, 633.427, 633.4715, 633.4716,
12 633.4717, 633.524, 634.055, 634.1303, 634.214, 634A.169,
13 634A.185, 634B.730, 635.111, 635.158, 636.262, 636.342, 637.085,
14 637.145, 637B.192, 637B.288, 638.087, 638.089, 639.183,
15 639.2485, 639.570, 640.075, 640.152, 640A.185, 640A.220,
16 640B.405, 640B.730, 640C.580, 640C.600, 640C.620, 640C.745,
17 640C.760, 640D.135, 640D.190, 640E.225, 640E.340, 641.090,
18 641.221, 641.2215, 641A.191, 641A.217, 641A.262, 641B.170,
19 641B.281, 641B.282, 641C.455, 641C.760, 641D.260, 641D.320,
20 642.524, 643.189, 644A.870, 645.180, 645.625, 645A.050,
21 645A.082, 645B.060, 645B.092, 645C.220, 645C.225, 645D.130,
22 645D.135, 645G.510, 645H.320, 645H.330, 647.0945, 647.0947,
23 648.033, 648.197, 649.065, 649.067, 652.126, 652.228, 653.900,
24 654.110, 656.105, 657A.510, 661.115, 665.130, 665.133, 669.275,
25 669.285, 669A.310, 670B.680, 671.365, 671.415, 673.450, 673.480,
26 675.380, 676A.340, 676A.370, 677.243, 678A.470, 678C.710,
27 678C.800, 679B.122, 679B.124, 679B.152, 679B.159, 679B.190,
28 679B.285, 679B.690, 680A.270, 681A.440, 681B.260, 681B.410,
29 681B.540, 683A.0873, 685A.077, 686A.289, 686B.170, 686C.306,
30 687A.060, 687A.115, 687B.404, 687C.010, 688C.230, 688C.480,
31 688C.490, 689A.696, 692A.117, 692C.190, 692C.3507, 692C.3536,
32 692C.3538, 692C.354, 692C.420, 693A.480, 693A.615, 696B.550,
33 696C.120, 703.196, 704B.325, 706.1725, 706A.230, 710.159,
34 711.600, *and section 1 of this act*, sections 35, 38 and 41 of chapter
35 478, Statutes of Nevada 2011 and section 2 of chapter 391, Statutes
36 of Nevada 2013 and unless otherwise declared by law to be
37 confidential, all public books and public records of a governmental
38 entity must be open at all times during office hours to inspection by
39 any person, and may be fully copied or an abstract or memorandum
40 may be prepared from those public books and public records. Any
41 such copies, abstracts or memoranda may be used to supply the
42 general public with copies, abstracts or memoranda of the records or
43 may be used in any other way to the advantage of the governmental
44 entity or of the general public. This section does not supersede or in
45 any manner affect the federal laws governing copyrights or enlarge,



1 diminish or affect in any other manner the rights of a person in any
2 written book or record which is copyrighted pursuant to federal law.

3 2. A governmental entity may not reject a book or record
4 which is copyrighted solely because it is copyrighted.

5 3. A governmental entity that has legal custody or control of a
6 public book or record shall not deny a request made pursuant to
7 subsection 1 to inspect or copy or receive a copy of a public book or
8 record on the basis that the requested public book or record contains
9 information that is confidential if the governmental entity can
10 redact, delete, conceal or separate, including, without limitation,
11 electronically, the confidential information from the information
12 included in the public book or record that is not otherwise
13 confidential.

14 4. If requested, a governmental entity shall provide a copy of a
15 public record in an electronic format by means of an electronic
16 medium. Nothing in this subsection requires a governmental entity
17 to provide a copy of a public record in an electronic format or by
18 means of an electronic medium if:

19 (a) The public record:

20 (1) Was not created or prepared in an electronic format; and

21 (2) Is not available in an electronic format; or

22 (b) Providing the public record in an electronic format or by
23 means of an electronic medium would:

24 (1) Give access to proprietary software; or

25 (2) Require the production of information that is confidential
26 and that cannot be redacted, deleted, concealed or separated from
27 information that is not otherwise confidential.

28 5. An officer, employee or agent of a governmental entity who
29 has legal custody or control of a public record:

30 (a) Shall not refuse to provide a copy of that public record in the
31 medium that is requested because the officer, employee or agent has
32 already prepared or would prefer to provide the copy in a different
33 medium.

34 (b) Except as otherwise provided in NRS 239.030, shall, upon
35 request, prepare the copy of the public record and shall not require
36 the person who has requested the copy to prepare the copy himself
37 or herself.

38 **Sec. 5.** This act becomes effective on July 1, 2025.



