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THE GENERAL ASSEMBLY OF PENNSYLVANIA

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SENATE BILL

No. 895 Session of  
2023

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INTRODUCED BY FARRY, BROWN, SCHWANK, DUSH, LAUGHLIN AND  
LANGERHOLC, AUGUST 16, 2023

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REFERRED TO CONSUMER PROTECTION AND PROFESSIONAL LICENSURE,  
AUGUST 16, 2023

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AN ACT

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

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

6 Section 1. Short title.

7 This act shall be known and may be cited as the Dentist and  
8 Dental Hygienist Compact Act.

9 Section 2. Authority to execute compact.

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

15 DENTIST AND DENTAL HYGIENIST COMPACT

16 SECTION 1. TITLE AND PURPOSE

17 This statute shall be known and cited as the Dentist and  
18 Dental Hygienist Compact. The purposes of this Compact are to

1 facilitate the interstate practice of dentistry and dental  
2 hygiene and improve public access to dentistry and dental  
3 hygiene services by providing Dentists and Dental Hygienists  
4 licensed in a Participating State the ability to practice in  
5 Participating States in which they are not licensed. The Compact  
6 does this by establishing a pathway for a Dentists and Dental  
7 Hygienists licensed in a Participating State to obtain a Compact  
8 Privilege that authorizes them to practice in another  
9 Participating State in which they are not licensed. The Compact  
10 enables Participating States to protect the public health and  
11 safety with respect to the practice of such Dentists and Dental  
12 Hygienists, through the State's authority to regulate the  
13 practice of dentistry and dental hygiene in the State. The  
14 Compact:

15       A. Enables Dentists and Dental Hygienists who qualify for a  
16 Compact Privilege to practice in other Participating States  
17 without satisfying burdensome and duplicative requirements  
18 associated with securing a License to practice in those States;

19       B. Promotes mobility and addresses workforce shortages  
20 through each Participating State's acceptance of a Compact  
21 Privilege to practice in that State;

22       C. Increases public access to qualified, licensed Dentists  
23 and Dental Hygienists by creating a responsible, streamlined  
24 pathway for Licensees to practice in Participating States.

25       D. Enhances the ability of Participating States to protect  
26 the public's health and safety;

27       E. Does not interfere with licensure requirements established  
28 by a Participating State;

29       F. Facilitates the sharing of licensure and disciplinary  
30 information among Participating States;

1 G. Requires Dentists and Dental Hygienists who practice in a  
2 Participating State pursuant to a Compact Privilege to practice  
3 within the Scope of Practice authorized in that State;

4 H. Extends the authority of a Participating State to regulate  
5 the practice of dentistry and dental hygiene within its borders  
6 to Dentists and Dental Hygienists who practice in the State  
7 through a Compact Privilege;

8 I. Promotes the cooperation of Participating State in  
9 regulating the practice of dentistry and dental hygiene within  
10 those States;

11 J. Facilitates the relocation of military members and their  
12 spouses who are licensed to practice dentistry or dental  
13 hygiene;

#### 14 SECTION 2. DEFINITIONS

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

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

20 B. "Adverse Action" means disciplinary action or encumbrance  
21 imposed on a License or Compact Privilege by a State Licensing  
22 Authority.

23 C. "Alternative Program" means a non-disciplinary monitoring  
24 or practice remediation process applicable to a Dentist or  
25 Dental Hygienist approved by a State Licensing Authority of a  
26 Participating State in which the Dentist or Dental Hygienist is  
27 licensed. This includes, but is not limited to, programs to  
28 which Licensees with substance abuse or addiction issues are  
29 referred in lieu of Adverse Action.

30 D. "Clinical Assessment" means examination or process,

1 required for licensure as a Dentist or Dental Hygienist as  
2 applicable, that provides evidence of clinical competence in  
3 dentistry or dental hygiene.

4 E. "Commissioner" means the individual appointed by a  
5 Participating State to serve as the member of the Commission for  
6 that Participating State.

7 F. "Compact" means this Dentist and Dental Hygienist Compact.

8 G. "Compact Privilege" means the authorization granted by a  
9 Remote State to allow a Licensee from a Participating State to  
10 practice as a Dentist or Dental Hygienist in a Remote State.

11 H. "Continuing Professional Development" means a requirement,  
12 as a condition of License renewal to provide evidence of  
13 successful participation in educational or professional  
14 activities relevant to practice or area of work.

15 I. "Criminal Background Check" means the submission of  
16 fingerprints or other biometric-based information for a License  
17 applicant for the purpose of obtaining that applicant's criminal  
18 history record information, as defined in 28 C.F.R. § 20.3(d)  
19 from the Federal Bureau of Investigation and the State's  
20 criminal history record repository as defined in 28 C.F.R. §  
21 20.3(f).

22 J. "Data System" means the Commission's repository of  
23 information about Licensees, including but not limited to  
24 examination, licensure, investigative, Compact Privilege,  
25 Adverse Action, and Alternative Program.

26 K. "Dental Hygienist" means an individual who is licensed by  
27 a State Licensing Authority to practice dental hygiene.

28 L. "Dentist" means an individual who is licensed by a State  
29 Licensing Authority to practice dentistry.

30 M. "Dentist and Dental Hygienist Compact Commission" or

1 "Commission" means a joint government agency established by this  
2 Compact comprised of each State that has enacted the Compact and  
3 a national administrative body comprised of a Commissioner from  
4 each State that has enacted the Compact.

5 N. "Encumbered License" means a License that a State  
6 Licensing Authority has limited in any way other than through an  
7 Alternative Program.

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

11 P. "Jurisprudence Requirement" means the assessment of an  
12 individual's knowledge of the laws and Rules governing the  
13 practice of dentistry or dental hygiene, as applicable, in a  
14 State.

15 Q. "License" means current authorization by a State, other  
16 than authorization pursuant to a Compact Privilege, or other  
17 privilege, for an individual to practice as a Dentist or Dental  
18 Hygienist in that State.

19 R. "Licensee" means an individual who holds an unrestricted  
20 License from a Participating State to practice as a Dentist or  
21 Dental Hygienist in that State.

22 S. "Model Compact" the model for the Dentist and Dental  
23 Hygienist Compact on file with the Council of State Governments  
24 or other entity as designated by the Commission.

25 T. "Participating State" means a State that has enacted the  
26 Compact and been admitted to the Commission in accordance with  
27 the provisions herein and Commission Rules.

28 U. "Qualifying License" means a License that is not an  
29 Encumbered License issued by a Participating State to practice  
30 dentistry or dental hygiene.

1 V. "Remote State" means a Participating State where a  
2 Licensee who is not licensed as a Dentist or Dental Hygienist is  
3 exercising or seeking to exercise the Compact Privilege.

4 W. "Rule" means a regulation promulgated by an entity that  
5 has the force of law.

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

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

23 Z. "State" means any state, commonwealth, district, or  
24 territory of the United States of America that regulates the  
25 practices of dentistry and dental hygiene.

26 AA. "State Licensing Authority" means an agency or other  
27 entity of a State that is responsible for the licensing and  
28 regulation of Dentists or Dental Hygienists.

29 SECTION 3. STATE PARTICIPATION IN THE COMPACT

30 A. In order to join the Compact and thereafter continue as a

1 Participating State, a State must:

2 1. Enact a compact that is not materially different from the  
3 Model Compact as determined in accordance with Commission Rules;

4 2. Participate fully in the Commission's Data System;

5 3. Have a mechanism in place for receiving and investigating  
6 complaints about its Licensees and License applicants;

7 4. Notify the Commission, in compliance with the terms of the  
8 Compact and Commission Rules, of any Adverse Action or the  
9 availability of Significant Investigative Information regarding  
10 a Licensee and License applicant;

11 5. Fully implement a Criminal Background Check requirement,  
12 within a time frame established by Commission Rule, by receiving  
13 the results of a qualifying Criminal Background Check;

14 6. Comply with the Commission Rules applicable to a  
15 Participating State;

16 7. Accept the National Board Examinations of the Joint  
17 Commission on National Dental Examinations or another  
18 examination accepted by Commission Rule as a licensure  
19 examination;

20 8. Accept for licensure that applicants for a Dentist License  
21 graduate from a predoctoral dental education program accredited  
22 by the Commission on Dental Accreditation, or another  
23 accrediting agency recognized by the United States Department of  
24 Education for the accreditation of dentistry and dental hygiene  
25 education programs, leading to the Doctor of Dental Surgery  
26 (D.D.S.) or Doctor of Dental Medicine (D.M.D.) degree;

27 9. Accept for licensure that applicants for a Dental  
28 Hygienist License graduate from a dental hygiene education  
29 program accredited by the Commission on Dental Accreditation or  
30 another accrediting agency recognized by the United States

1 Department of Education for the accreditation of dentistry and  
2 dental hygiene education programs;

3 10. Require for licensure that applicants successfully  
4 complete a Clinical Assessment;

5 11. Have Continuing Professional Development requirements as  
6 a condition for License renewal; and

7 12. Pay a participation fee to the Commission as established  
8 by Commission Rule.

9 B. Providing alternative pathways for an individual to obtain  
10 an unrestricted License does not disqualify a State from  
11 participating in the Compact.

12 C. When conducting a Criminal Background Check the State  
13 Licensing Authority shall:

14 1. Consider that information in making a licensure decision;

15 2. Maintain documentation of completion of the Criminal  
16 Background Check and background check information to the extent  
17 allowed by State and federal law; and

18 3. Report to the Commission whether it has completed the  
19 Criminal Background Check and whether the individual was granted  
20 or denied a License.

21 D. A Licensee of a Participating State who has a Qualifying  
22 License in that State and does not hold an Encumbered License in  
23 any other Participating State, shall be issued a Compact  
24 Privilege in a Remote State in accordance with the terms of the  
25 Compact and Commission Rules. If a Remote State has a  
26 Jurisprudence Requirement a Compact Privilege will not be issued  
27 to the Licensee unless the Licensee has satisfied the  
28 Jurisprudence Requirement.

29 SECTION 4. COMPACT PRIVILEGE

30 A. To obtain and exercise the Compact Privilege under the

1 terms and provisions of the Compact, the Licensee shall:

2 1. Have a Qualifying License as a Dentist or Dental Hygienist  
3 in a Participating State;

4 2. Be eligible for a Compact Privilege in any Remote State in  
5 accordance with D, G and H of this section;

6 3. Submit to an application process whenever the Licensee is  
7 seeking a Compact Privilege;

8 4. Pay any applicable Commission and Remote State fees for a  
9 Compact Privilege in the Remote State;

10 5. Meet any Jurisprudence Requirement established by a Remote  
11 State in which the Licensee is seeking a Compact Privilege;

12 6. Have passed a National Board Examination of the Joint  
13 Commission on National Dental Examinations or another  
14 examination accepted by Commission Rule;

15 7. For a Dentist, have graduated from a predoctoral dental  
16 education program accredited by the Commission on Dental  
17 Accreditation, or another accrediting agency recognized by the  
18 United States Department of Education for the accreditation of  
19 dentistry and dental hygiene education programs, leading to the  
20 Doctor of Dental Surgery (D.D.S.) or Doctor of Dental Medicine  
21 (D.M.D.) degree;

22 8. For a Dental Hygienist, have graduated from a dental  
23 hygiene education program accredited by the Commission on Dental  
24 Accreditation or another accrediting agency recognized by the  
25 United States Department of Education for the accreditation of  
26 dentistry and dental hygiene education programs;

27 9. Have successfully completed a Clinical Assessment for  
28 licensure;

29 10. Report to the Commission Adverse Action taken by any non-  
30 Participating State when applying for a Compact Privilege and,

1 otherwise, within thirty (30) days from the date the Adverse  
2 Action is taken;

3 11. Report to the Commission when applying for a Compact  
4 Privilege the address of the Licensee's primary residence and  
5 thereafter immediately report to the Commission any change in  
6 the address of the Licensee's primary residence; and

7 12. Consent to accept service of process by mail at the  
8 Licensee's primary residence on record with the Commission with  
9 respect to any action brought against the Licensee by the  
10 Commission or a Participating State, and consent to accept  
11 service of a subpoena by mail at the Licensee's primary  
12 residence on record with the Commission with respect to any  
13 action brought or investigation conducted by the Commission or a  
14 Participating State.

15 B. The Licensee must comply with the requirements of  
16 subsection A of this section to maintain the Compact Privilege  
17 in the Remote State. If those requirements are met, the Compact  
18 Privilege will continue as long as the Licensee maintains a  
19 Qualifying License in the State through which the Licensee  
20 applied for the Compact Privilege and pays any applicable  
21 Compact Privilege renewal fees.

22 C. A Licensee providing dentistry or dental hygiene in a  
23 Remote State under the Compact Privilege shall function within  
24 the Scope of Practice authorized by the Remote State for a  
25 Dentist or Dental Hygienist licensed in that State.

26 D. A Licensee providing dentistry or dental hygiene pursuant  
27 to a Compact Privilege in a Remote State is subject to that  
28 State's regulatory authority. A Remote State may, in accordance  
29 with due process and that State's laws, by Adverse Action revoke  
30 or remove a Licensee's Compact Privilege in the Remote State for

1 a specific period of time and impose fines or take any other  
2 necessary actions to protect the health and safety of its  
3 citizens. If a Remote State imposes an Adverse Action against a  
4 Compact Privilege that limits the Compact Privilege, that  
5 Adverse Action applies to all Compact Privileges in all Remote  
6 States. A Licensee whose Compact Privilege in a Remote State is  
7 removed for a specified period of time is not eligible for a  
8 Compact Privilege in any other Remote State until the specific  
9 time for removal of the Compact Privilege has passed and all  
10 encumbrance requirements are satisfied.

11 E. If a License in a Participating State is an Encumbered  
12 License, the Licensee shall lose the Compact Privilege in a  
13 Remote State and shall not be eligible for a Compact Privilege  
14 in any Remote State until the License is no longer encumbered.

15 F. Once an Encumbered License in a Participating State is  
16 restored to good standing, the Licensee must meet the  
17 requirements of subsection A of this section to obtain a Compact  
18 Privilege in a Remote State.

19 G. If a Licensee's Compact Privilege in a Remote State is  
20 removed by the Remote State, the individual shall lose or be  
21 ineligible for the Compact Privilege in any Remote State until  
22 the following occur:

23 1. The specific period of time for which the Compact  
24 Privilege was removed has ended; and

25 2. All conditions for removal of the Compact Privilege have  
26 been satisfied.

27 H. Once the requirements of subsection G of this section have  
28 been met, the Licensee must meet the requirements in subsection  
29 A of this section to obtain a Compact Privilege in a Remote  
30 State.

1 SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSES

2 An Active Military Member and their spouse shall not be  
3 required to pay to the Commission for a Compact Privilege the  
4 fee otherwise charged by the Commission. If a Remote State  
5 chooses to charge a fee for a Compact Privilege, it may choose  
6 to charge a reduced fee or no fee to an Active Military Member  
7 and their spouse for a Compact Privilege.

8 SECTION 6. ADVERSE ACTIONS

9 A. A Participating State in which a Licensee is licensed  
10 shall have exclusive authority to impose Adverse Action against  
11 the Qualifying License issued by that Participating State.

12 B. A Participating State may take Adverse Action based on the  
13 Significant Investigative Information of a Remote State, so long  
14 as the Participating State follows its own procedures for  
15 imposing Adverse Action.

16 C. Nothing in this Compact shall override a Participating  
17 State's decision that participation in an Alternative Program  
18 may be used in lieu of Adverse Action and that such  
19 participation shall remain non-public if required by the  
20 Participating State's laws. Participating States must require  
21 Licensees who enter any Alternative Program in lieu of  
22 discipline to agree not to practice pursuant to a Compact  
23 Privilege in any other Participating State during the term of  
24 the Alternative Program without prior authorization from such  
25 other Participating State.

26 D. Any Participating State in which a Licensee is applying to  
27 practice or is practicing pursuant to a Compact Privilege may  
28 investigate actual or alleged violations of the statutes and  
29 regulations authorizing the practice of dentistry or dental  
30 hygiene in any other Participating State in which the Dentist or

1 Dental Hygienist holds a License or Compact Privilege.

2 E. A Remote State shall have the authority to:

3 1. Take Adverse Actions as set forth in Section 4.D against a  
4 Licensee's Compact Privilege in the State;

5 2. In furtherance of its rights and responsibilities under  
6 the Compact and the Commission's Rules issue subpoenas for both  
7 hearings and investigations that require the attendance and  
8 testimony of witnesses, and the production of evidence.

9 Subpoenas issued by a State Licensing Authority in a  
10 Participating State for the attendance and testimony of  
11 witnesses, or the production of evidence from another  
12 Participating State, shall be enforced in the latter State by  
13 any court of competent jurisdiction, according to the practice  
14 and procedure of that court applicable to subpoenas issued in  
15 proceedings pending before it. The issuing authority shall pay  
16 any witness fees, travel expenses, mileage, and other fees  
17 required by the service statutes of the State where the  
18 witnesses or evidence are located; and

19 3. If otherwise permitted by State law, recover from the  
20 Licensee the costs of investigations and disposition of cases  
21 resulting from any Adverse Action taken against that Licensee.

22 F. Joint Investigations

23 1. In addition to the authority granted to a Participating  
24 State by its Dentist or Dental Hygienist licensure act or other  
25 applicable State law, a Participating State may jointly  
26 investigate Licensees with other Participating States.

27 2. Participating States shall share any Significant  
28 Investigative Information, litigation, or compliance materials  
29 in furtherance of any joint or individual investigation  
30 initiated under the Compact.

1 G. Authority to Continue Investigation

2 1. After a Licensee's Compact Privilege in a Remote State is  
3 terminated, the Remote State may continue an investigation of  
4 the Licensee that began when the Licensee had a Compact  
5 Privilege in that Remote State.

6 2. If the investigation yields what would be Significant  
7 Investigative Information had the Licensee continued to have a  
8 Compact Privilege in that Remote State, the Remote State shall  
9 report the presence of such information to the Data System as  
10 required by Section 8.B.6 as if it was Significant Investigative  
11 Information.

12 SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION.

13 A. The Compact Participating States hereby create and  
14 establish a joint government agency whose membership consists of  
15 all Participating States that have enacted the Compact. The  
16 Commission is an instrumentality of the Participating States  
17 acting jointly and not an instrumentality of any one State. The  
18 Commission shall come into existence on or after the effective  
19 date of the Compact as set forth in Section 11A.

20 B. Participation, Voting, and Meetings

21 1. Each Participating State shall have and be limited to one  
22 (1) Commissioner selected by that Participating State's State  
23 Licensing Authority or, if the State has more than one State  
24 Licensing Authority, selected collectively by the State  
25 Licensing Authorities.

26 2. The Commissioner shall be a member or designee of such  
27 Authority or Authorities.

28 3. The Commission may by Rule or bylaw establish a term of  
29 office for Commissioners and may by Rule or bylaw establish term  
30 limits.

1       4. The Commission may recommend to a State Licensing  
2 Authority or Authorities, as applicable, removal or suspension  
3 of an individual as the State's Commissioner.

4       5. A Participating State's State Licensing Authority, or  
5 Authorities, as applicable, shall fill any vacancy of its  
6 Commissioner on the Commission within sixty (60) days of the  
7 vacancy.

8       6. Each Commissioner shall be entitled to one vote on all  
9 matters that are voted upon by the Commission.

10      7. The Commission shall meet at least once during each  
11 calendar year. Additional meetings may be held as set forth in  
12 the bylaws. The Commission may meet by telecommunication, video  
13 conference or other similar electronic means.

14      C. The Commission shall have the following powers:

15      1. Establish the fiscal year of the Commission;

16      2. Establish a code of conduct and conflict of interest  
17 policies;

18      3. Adopt Rules and bylaws;

19      4. Maintain its financial records in accordance with the  
20 bylaws;

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

24      6. Initiate and conclude legal proceedings or actions in the  
25 name of the Commission, provided that the standing of any State  
26 Licensing Authority to sue or be sued under applicable law shall  
27 not be affected;

28      7. Maintain and certify records and information provided to a  
29 Participating State as the authenticated business records of the  
30 Commission, and designate a person to do so on the Commission's

1 behalf;

2 8. Purchase and maintain insurance and bonds;

3 9. Borrow, accept, or contract for services of personnel,  
4 including, but not limited to, employees of a Participating  
5 State;

6 10. Conduct an annual financial review;

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

13 12. As set forth in the Commission Rules, charge a fee to a  
14 Licensee for the grant of a Compact Privilege in a Remote State  
15 and thereafter, as may be established by Commission Rule, charge  
16 the Licensee a Compact Privilege renewal fee for each renewal  
17 period in which that Licensee exercises or intends to exercise  
18 the Compact Privilege in that Remote State. Nothing herein shall  
19 be construed to prevent a Remote State from charging a Licensee  
20 a fee for a Compact Privilege or renewals of a Compact  
21 Privilege, or a fee for the Jurisprudence Requirement if the  
22 Remote State imposes such a requirement for the grant of a  
23 Compact Privilege;

24 13. Accept any and all appropriate gifts, donations, grants  
25 of money, other sources of revenue, equipment, supplies,  
26 materials, and services, and receive, utilize, and dispose of  
27 the same; provided that at all times the Commission shall avoid  
28 any appearance of impropriety and/or conflict of interest;

29 14. Lease, purchase, retain, own, hold, improve, or use any  
30 property, real, personal, or mixed, or any undivided interest

1 therein;

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

4 16. Establish a budget and make expenditures;

5 17. Borrow money;

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

11 19. Provide and receive information from, and cooperate with,  
12 law enforcement agencies;

13 20. Elect a Chair, Vice Chair, Secretary and Treasurer and  
14 such other officers of the Commission as provided in the  
15 Commission's bylaws;

16 21. Establish and elect an Executive Board;

17 22. Adopt and provide to the Participating States an annual  
18 report;

19 23. Determine whether a State's enacted compact is materially  
20 different from the Model Compact language such that the State  
21 would not qualify for participation in the Compact; and

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

#### 24 D. Meetings of the Commission

25 1. All meetings of the Commission that are not closed  
26 pursuant to this subsection shall be open to the public. Notice  
27 of public meetings shall be posted on the Commission's website  
28 at least thirty (30) days prior to the public meeting.

29 2. Notwithstanding subsection D.1 of this section, the  
30 Commission may convene an emergency public meeting by providing

1 at least twenty-four (24) hours prior notice on the Commission's  
2 website, and any other means as provided in the Commission's  
3 Rules, for any of the reasons it may dispense with notice of  
4 proposed rulemaking under Section 9.L. The Commission's legal  
5 counsel shall certify that one of the reasons justifying an  
6 emergency public meeting has been met.

7 3. Notice of all Commission meetings shall provide the time,  
8 date, and location of the meeting, and if the meeting is to be  
9 held or accessible via telecommunication, video conference, or  
10 other electronic means, the notice shall include the mechanism  
11 for access to the meeting through such means.

12 4. The Commission may convene in a closed, non-public meeting  
13 for the Commission to receive legal advice or to discuss:

14 a. Non-compliance of a Participating State with its  
15 obligations under the Compact;

16 b. The employment, compensation, discipline or other matters,  
17 practices or procedures related to specific employees or other  
18 matters related to the Commission's internal personnel practices  
19 and procedures;

20 c. Current or threatened discipline of a Licensee or Compact  
21 Privilege holder by the Commission or by a Participating State's  
22 Licensing Authority;

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

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

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

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

30 h. Information of a personal nature where disclosure would

1 constitute a clearly unwarranted invasion of personal privacy;

2 i. Investigative records compiled for law enforcement  
3 purposes;

4 j. Information related to any investigative reports prepared  
5 by or on behalf of or for use of the Commission or other  
6 committee charged with responsibility of investigation or  
7 determination of compliance issues pursuant to the Compact;

8 k. Legal advice;

9 l. Matters specifically exempted from disclosure to the  
10 public by federal or Participating State law; and

11 m. Other matters as promulgated by the Commission by Rule.

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

16 6. The Commission shall keep minutes that fully and clearly  
17 describe all matters discussed in a meeting and shall provide a  
18 full and accurate summary of actions taken, and the reasons  
19 therefore, including a description of the views expressed. All  
20 documents considered in connection with an action shall be  
21 identified in such minutes. All minutes and documents of a  
22 closed meeting shall remain under seal, subject to release only  
23 by a majority vote of the Commission or order of a court of  
24 competent jurisdiction.

25 E. Financing of the Commission

26 1. The Commission shall pay, or provide for the payment of,  
27 the reasonable expenses of its establishment, organization, and  
28 ongoing activities.

29 2. The Commission may accept any and all appropriate sources  
30 of revenue, donations, and grants of money, equipment, supplies,

1 materials, and services.

2 3. The Commission may levy on and collect an annual  
3 assessment from each Participating State and impose fees on  
4 Licensees of Participating States when a Compact Privilege is  
5 granted, to cover the cost of the operations and activities of  
6 the Commission and its staff, which must be in a total amount  
7 sufficient to cover its annual budget as approved each fiscal  
8 year for which sufficient revenue is not provided by other  
9 sources. The aggregate annual assessment amount for  
10 Participating States shall be allocated based upon a formula  
11 that the Commission shall promulgate by Rule.

12 4. The Commission shall not incur obligations of any kind  
13 prior to securing the funds adequate to meet the same; nor shall  
14 the Commission pledge the credit of any Participating State,  
15 except by and with the authority of the Participating State.

16 5. The Commission shall keep accurate accounts of all  
17 receipts and disbursements. The receipts and disbursements of  
18 the Commission shall be subject to the financial review and  
19 accounting procedures established under its bylaws. All receipts  
20 and disbursements of funds handled by the Commission shall be  
21 subject to an annual financial review by a certified or licensed  
22 public accountant, and the report of the financial review shall  
23 be included in and become part of the annual report of the  
24 Commission.

25 F. The Executive Board

26 1. The Executive Board shall have the power to act on behalf  
27 of the Commission according to the terms of this Compact. The  
28 powers, duties, and responsibilities of the Executive Board  
29 shall include:

30 a. Overseeing the day-to-day activities of the administration

1 of the Compact including compliance with the provisions of the  
2 Compact, the Commission's Rules and bylaws;

3 b. Recommending to the Commission changes to the Rules or  
4 bylaws, changes to this Compact legislation, fees charged to  
5 Compact Participating States, fees charged to Licensees, and  
6 other fees;

7 c. Ensuring Compact administration services are appropriately  
8 provided, including by contract;

9 d. Preparing and recommending the budget;

10 e. Maintaining financial records on behalf of the Commission;

11 f. Monitoring Compact compliance of Participating States and  
12 providing compliance reports to the Commission;

13 g. Establishing additional committees as necessary;

14 h. Exercising the powers and duties of the Commission during  
15 the interim between Commission meetings, except for adopting or  
16 amending Rules, adopting or amending bylaws, and exercising any  
17 other powers and duties expressly reserved to the Commission by  
18 Rule or bylaw; and

19 i. Other duties as provided in the Rules or bylaws of the  
20 Commission.

21 2. The Executive Board shall be composed of up to seven (7)  
22 members:

23 a. The Chair, Vice Chair, Secretary and Treasurer of the  
24 Commission and any other members of the Commission who serve on  
25 the Executive Board shall be voting members of the Executive  
26 Board; and

27 b. Other than the Chair, Vice Chair, Secretary, and  
28 Treasurer, the Commission may elect up to three (3) voting  
29 members from the current membership of the Commission.

30 3. The Commission may remove any member of the Executive

1 Board as provided in the Commission's bylaws.

2 4. The Executive Board shall meet at least annually.

3 a. An Executive Board meeting at which it takes or intends to  
4 take formal action on a matter shall be open to the public,  
5 except that the Executive Board may meet in a closed, non-public  
6 session of a public meeting when dealing with any of the matters  
7 covered under subsection D.4.

8 b. The Executive Board shall give five (5) business days'  
9 notice of its public meetings, posted on its website and as it  
10 may otherwise determine to provide notice to persons with an  
11 interest in the public matters the Executive Board intends to  
12 address at those meetings.

13 5. The Executive Board may hold an emergency meeting when  
14 acting for the Commission to:

15 a. Meet an imminent threat to public health, safety, or  
16 welfare;

17 b. Prevent a loss of Commission or Participating State funds;  
18 or

19 c. Protect public health and safety.

20 G. Qualified Immunity, Defense, and Indemnification

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

1 suit or liability for any damage, loss, injury, or liability  
2 caused by the intentional or willful or wanton misconduct of  
3 that person. The procurement of insurance of any type by the  
4 Commission shall not in any way compromise or limit the immunity  
5 granted hereunder.

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

19 3. Notwithstanding subsection G.1 of this section, should any  
20 member, officer, executive director, employee, or representative  
21 of the Commission be held liable for the amount of any  
22 settlement or judgment arising out of any actual or alleged act,  
23 error, or omission that occurred within the scope of that  
24 individual's employment, duties, or responsibilities for the  
25 Commission, or that the person to whom that individual is liable  
26 had a reasonable basis for believing occurred within the scope  
27 of the individual's employment, duties, or responsibilities for  
28 the Commission, the Commission shall indemnify and hold harmless  
29 such individual, provided that the actual or alleged act, error,  
30 or omission did not result from the intentional or willful or

1 wanton misconduct of the individual.

2 4. Nothing herein shall be construed as a limitation on the  
3 liability of any Licensee for professional malpractice or  
4 misconduct, which shall be governed solely by any other  
5 applicable State laws.

6 5. Nothing in this Compact shall be interpreted to waive or  
7 otherwise abrogate a Participating State's state action immunity  
8 or state action affirmative defense with respect to antitrust  
9 claims under the Sherman Act, Clayton Act, or any other State or  
10 federal antitrust or anticompetitive law or regulation.

11 6. Nothing in this Compact shall be construed to be a waiver  
12 of sovereign immunity by the Participating States or by the  
13 Commission.

#### 14 SECTION 8. DATA SYSTEM

15 A. The Commission shall provide for the development,  
16 maintenance, operation, and utilization of a coordinated  
17 database and reporting system containing licensure, Adverse  
18 Action, and the presence of Significant Investigative  
19 Information on all Licensees and applicants for a License in  
20 Participating States.

21 B. Notwithstanding any other provision of State law to the  
22 contrary, a Participating State shall submit a uniform data set  
23 to the Data System on all individuals to whom this Compact is  
24 applicable as required by the Rules of the Commission,  
25 including:

26 1. Identifying information;

27 2. Licensure data;

28 3. Adverse Actions against a Licensee, License applicant or  
29 Compact Privilege and information related thereto;

30 4. Non-confidential information related to Alternative

1 Program participation, the beginning and ending dates of such  
2 participation, and other information related to such  
3 participation;

4 5. Any denial of an application for licensure, and the  
5 reason(s) for such denial, (excluding the reporting of any  
6 criminal history record information where prohibited by law);

7 6. The presence of Significant Investigative Information; and

8 7. Other information that may facilitate the administration  
9 of this Compact or the protection of the public, as determined  
10 by the Rules of the Commission.

11 C. The records and information provided to a Participating  
12 State pursuant to this Compact or through the Data System, when  
13 certified by the Commission or an agent thereof, shall  
14 constitute the authenticated business records of the Commission,  
15 and shall be entitled to any associated hearsay exception in any  
16 relevant judicial, quasi-judicial or administrative proceedings  
17 in a Participating State.

18 D. Significant Investigative Information pertaining to a  
19 Licensee in any Participating State will only be available to  
20 other Participating States.

21 E. It is the responsibility of the Participating States to  
22 monitor the database to determine whether Adverse Action has  
23 been taken against a Licensee or License applicant. Adverse  
24 Action information pertaining to a Licensee or License applicant  
25 in any Participating State will be available to any other  
26 Participating State.

27 F. Participating States contributing information to the Data  
28 System may designate information that may not be shared with the  
29 public without the express permission of the contributing State.

30 G. Any information submitted to the Data System that is

1 subsequently expunged pursuant to federal law or the laws of the  
2 Participating State contributing the information shall be  
3 removed from the Data System.

4 SECTION 9. RULEMAKING

5 A. The Commission shall promulgate reasonable Rules in order  
6 to effectively and efficiently implement and administer the  
7 purposes and provisions of the Compact. A Commission Rule shall  
8 be invalid and have no force or effect only if a court of  
9 competent jurisdiction holds that the Rule is invalid because  
10 the Commission exercised its rulemaking authority in a manner  
11 that is beyond the scope and purposes of the Compact, or the  
12 powers granted hereunder, or based upon another applicable  
13 standard of review.

14 B. The Rules of the Commission shall have the force of law in  
15 each Participating State, provided however that where the Rules  
16 of the Commission conflict with the laws of the Participating  
17 State that establish the Participating State's Scope of Practice  
18 as held by a court of competent jurisdiction, the Rules of the  
19 Commission shall be ineffective in that State to the extent of  
20 the conflict.

21 C. The Commission shall exercise its Rulemaking powers  
22 pursuant to the criteria set forth in this section and the Rules  
23 adopted thereunder. Rules shall become binding as of the date  
24 specified by the Commission for each Rule.

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

1 to participate in the Compact.

2 E. Rules shall be adopted at a regular or special meeting of  
3 the Commission.

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

7 G. Prior to adoption of a proposed Rule by the Commission,  
8 and at least thirty (30) days in advance of the meeting at which  
9 the Commission will hold a public hearing on the proposed Rule,  
10 the Commission shall provide a Notice of Proposed Rulemaking:

11 1. On the website of the Commission or other publicly  
12 accessible platform;

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

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

17 H. The Notice of Proposed Rulemaking shall include:

18 1. The time, date, and location of the public hearing at  
19 which the Commission will hear public comments on the proposed  
20 Rule and, if different, the time, date, and location of the  
21 meeting where the Commission will consider and vote on the  
22 proposed Rule;

23 2. If the hearing is held via telecommunication, video  
24 conference, or other electronic means, the Commission shall  
25 include the mechanism for access to the hearing in the Notice of  
26 Proposed Rulemaking;

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

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

30 5. The manner in which interested persons may submit written

1 comments.

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

5 J. Nothing in this section shall be construed as requiring a  
6 separate hearing on each Commission Rule. Rules may be grouped  
7 for the convenience of the Commission at hearings required by  
8 this section.

9 K. The Commission shall, by majority vote of all  
10 Commissioners, take final action on the proposed Rule based on  
11 the rulemaking record.

12 1. The Commission may adopt changes to the proposed Rule  
13 provided the changes do not enlarge the original purpose of the  
14 proposed Rule.

15 2. The Commission shall provide an explanation of the reasons  
16 for substantive changes made to the proposed Rule as well as  
17 reasons for substantive changes not made that were recommended  
18 by commenters.

19 3. The Commission shall determine a reasonable effective date  
20 for the Rule. Except for an emergency as provided in subsection  
21 L, the effective date of the Rule shall be no sooner than thirty  
22 (30) days after the Commission issuing the notice that it  
23 adopted or amended the Rule.

24 L. Upon determination that an emergency exists, the  
25 Commission may consider and adopt an emergency Rule with 24  
26 hours' notice, with opportunity to comment, provided that the  
27 usual rulemaking procedures provided in the Compact and in this  
28 section shall be retroactively applied to the Rule as soon as  
29 reasonably possible, in no event later than ninety (90) days  
30 after the effective date of the Rule. For the purposes of this

1 provision, an emergency Rule is one that must be adopted  
2 immediately in order to:

- 3 1. Meet an imminent threat to public health, safety, or  
4 welfare;
- 5 2. Prevent a loss of Commission or Participating State funds;
- 6 3. Meet a deadline for the promulgation of a Rule that is  
7 established by federal law or rule; or
- 8 4. Protect public health and safety.

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

23 N. No Participating State's rulemaking requirements shall  
24 apply under this Compact.

## 25 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

### 26 A. Oversight

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

30 2. Venue is proper and judicial proceedings by or against the

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

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

16 B. Default, Technical Assistance, and Termination

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

25 2. The Commission shall provide a copy of the notice of  
26 default to the other Participating States.

27 C. If a State in default fails to cure the default, the  
28 defaulting State may be terminated from the Compact upon an  
29 affirmative vote of a majority of the Commissioners, and all  
30 rights, privileges and benefits conferred on that State by this

1 Compact may be terminated on the effective date of termination.  
2 A cure of the default does not relieve the offending State of  
3 obligations or liabilities incurred during the period of  
4 default.

5 D. Termination of participation in the Compact shall be  
6 imposed only after all other means of securing compliance have  
7 been exhausted. Notice of intent to suspend or terminate shall  
8 be given by the Commission to the governor, the majority and  
9 minority leaders of the defaulting State's legislature, the  
10 defaulting State's State Licensing Authority or Authorities, as  
11 applicable, and each of the Participating States' State  
12 Licensing Authority or Authorities, as applicable.

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

17 F. Upon the termination of a State's participation in this  
18 Compact, that State shall immediately provide notice to all  
19 Licensees of the State, including Licensees of other  
20 Participating States issued a Compact Privilege to practice  
21 within that State, of such termination. The terminated State  
22 shall continue to recognize all Compact Privileges then in  
23 effect in that State for a minimum of one hundred eighty (180)  
24 days after the date of said notice of termination.

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

29 H. The defaulting State may appeal the action of the  
30 Commission by petitioning the U.S. District Court for the

1 District of Columbia or the federal district where the  
2 Commission has its principal offices. The prevailing party shall  
3 be awarded all costs of such litigation, including reasonable  
4 attorney's fees.

5 I. Dispute Resolution

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

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

13 J. Enforcement

14 1. The Commission, in the reasonable exercise of its  
15 discretion, shall enforce the provisions of this Compact and the  
16 Commission's Rules.

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

30 3. A Participating State may initiate legal action against

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

9 4. No individual or entity other than a Participating State  
10 may enforce this Compact against the Commission.

#### 11 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

12 A. The Compact shall come into effect on the date on which  
13 the Compact statute is enacted into law in the seventh  
14 Participating State.

15 1. On or after the effective date of the Compact, the  
16 Commission shall convene and review the enactment of each of the  
17 States that enacted the Compact prior to the Commission  
18 convening ("Charter Participating States") to determine if the  
19 statute enacted by each such Charter Participating State is  
20 materially different than the Model Compact.

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

24 b. If any Participating State is later found to be in  
25 default, or is terminated or withdraws from the Compact, the  
26 Commission shall remain in existence and the Compact shall  
27 remain in effect even if the number of Participating States  
28 should be less than seven (7).

29 2. Participating States enacting the Compact subsequent to  
30 the Charter Participating States shall be subject to the process

1 set forth in Section 7.C.23 to determine if their enactments are  
2 materially different from the Model Compact and whether they  
3 qualify for participation in the Compact.

4 3. All actions taken for the benefit of the Commission or in  
5 furtherance of the purposes of the administration of the Compact  
6 prior to the effective date of the Compact or the Commission  
7 coming into existence shall be considered to be actions of the  
8 Commission unless specifically repudiated by the Commission.

9 4. Any State that joins the Compact subsequent to the  
10 Commission's initial adoption of the Rules and bylaws shall be  
11 subject to the Commission's Rules and bylaws as they exist on  
12 the date on which the Compact becomes law in that State. Any  
13 Rule that has been previously adopted by the Commission shall  
14 have the full force and effect of law on the day the Compact  
15 becomes law in that State.

16 B. Any Participating State may withdraw from this Compact by  
17 enacting a statute repealing that State's enactment of the  
18 Compact.

19 1. A Participating State's withdrawal shall not take effect  
20 until one hundred eighty (180) days after enactment of the  
21 repealing statute.

22 2. Withdrawal shall not affect the continuing requirement of  
23 the withdrawing State's Licensing Authority or Authorities to  
24 comply with the investigative and Adverse Action reporting  
25 requirements of this Compact prior to the effective date of  
26 withdrawal.

27 3. Upon the enactment of a statute withdrawing from this  
28 Compact, the State shall immediately provide notice of such  
29 withdrawal to all Licensees within that State. Notwithstanding  
30 any subsequent statutory enactment to the contrary, such

1 withdrawing State shall continue to recognize all Compact  
2 Privileges to practice within that State granted pursuant to  
3 this Compact for a minimum of one hundred eighty (180) days  
4 after the date of such notice of withdrawal.

5 C. Nothing contained in this Compact shall be construed to  
6 invalidate or prevent any licensure agreement or other  
7 cooperative arrangement between a Participating State and a non-  
8 Participating State that does not conflict with the provisions  
9 of this Compact.

10 D. This Compact may be amended by the Participating States.  
11 No amendment to this Compact shall become effective and binding  
12 upon any Participating State until it is enacted into the laws  
13 of all Participating States.

#### 14 SECTION 12. CONSTRUCTION AND SEVERABILITY

15 A. This Compact and the Commission's rulemaking authority  
16 shall be liberally construed so as to effectuate the purposes,  
17 and the implementation and administration of the Compact.  
18 Provisions of the Compact expressly authorizing or requiring the  
19 promulgation of Rules shall not be construed to limit the  
20 Commission's rulemaking authority solely for those purposes.

21 B. The provisions of this Compact shall be severable and if  
22 any phrase, clause, sentence or provision of this Compact is  
23 held by a court of competent jurisdiction to be contrary to the  
24 constitution of any Participating State, a State seeking  
25 participation in the Compact, or of the United States, or the  
26 applicability thereof to any government, agency, person or  
27 circumstance is held to be unconstitutional by a court of  
28 competent jurisdiction, the validity of the remainder of this  
29 Compact and the applicability thereof to any other government,  
30 agency, person or circumstance shall not be affected thereby.

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

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

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

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

19 C. All permissible agreements between the Commission and the  
20 Participating States are binding in accordance with their terms.  
21 Section 3. When and how compact becomes operative.

22 (a) General rule.--When the Governor executes the Dentist  
23 and Dental Hygienist Compact on behalf of this State and files a  
24 verified copy thereof with the Secretary of the Commonwealth and  
25 when the compact is ratified by six or more other states, then  
26 the compact shall become operative and effective between this  
27 State and such other state or states. The Governor is hereby  
28 authorized and directed to take such action as may be necessary  
29 to complete the exchange of official documents between this  
30 State and any other state ratifying the compact.

1 (b) Notice in Pennsylvania Bulletin.--The Secretary of the  
2 Commonwealth shall transmit a notice to the Legislative  
3 Reference Bureau for publication in the next available issue of  
4 the Pennsylvania Bulletin when the conditions set forth in  
5 subsection (a) are satisfied and shall include in the notice the  
6 date on which the compact became effective and operative between  
7 this State and any other state or states in accordance with this  
8 act.

9 Section 4. Compensation and expenses of commissioner.

10 The commissioner who represents this State, as provided for  
11 in section 7B of the Compact, shall not be entitled to any  
12 additional compensation for his duties and responsibilities as  
13 commissioner but shall be entitled to reimbursement for  
14 reasonable expenses actually incurred in connection with his  
15 duties and responsibilities as commissioner in the same manner  
16 as for expenses incurred in connection with other duties and  
17 responsibilities of his office or employment.

18 Section 5. Effective date.

19 This act shall take effect in 60 days.