

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1127 Session of 2025

INTRODUCED BY MULLINS, SANCHEZ, HARKINS, KHAN, PIELLI, MARCELL, McANDREW, HILL-EVANS, GIRAL, DONAHUE, JAMES, FREEMAN, TWARDZIK, O'MARA, CERRATO AND GREEN, APRIL 3, 2025

AS REPORTED FROM COMMITTEE ON PROFESSIONAL LICENSURE, HOUSE OF REPRESENTATIVES, AS AMENDED, APRIL 27, 2026

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

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

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

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

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

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

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

30 F. Facilitates the sharing of licensure and disciplinary

1 information among Participating States;

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

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

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

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

15 SECTION 2. DEFINITIONS

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

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

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

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

1 D. "Clinical Assessment" means examination or process,
2 required for licensure as a Dentist or Dental Hygienist as
3 applicable, that provides evidence of clinical competence in
4 dentistry or dental hygiene.

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

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

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

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

16 I. "Criminal Background Check" means the submission of
17 fingerprints or other biometric-based information for a License
18 applicant for the purpose of obtaining that applicant's criminal
19 history record information, as defined in 28 C.F.R. § 20.3(d)
20 from the Federal Bureau of Investigation and the State's
21 criminal history record repository as defined in 28 C.F.R. §
22 20.3(f).

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

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

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

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

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

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

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

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

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

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

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

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

1 dentistry or dental hygiene.

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

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

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

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

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

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

30 SECTION 3. STATE PARTICIPATION IN THE COMPACT

1 A. In order to join the Compact and thereafter continue as a
2 Participating State, a State must:

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

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

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

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

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

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

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

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

28 9. Accept for licensure that applicants for a Dental
29 Hygienist License graduate from a dental hygiene education
30 program accredited by the Commission on Dental Accreditation or

1 another accrediting agency recognized by the United States
2 Department of Education for the accreditation of dentistry and
3 dental hygiene education programs;

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

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

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

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

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

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

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

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

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

30 SECTION 4. COMPACT PRIVILEGE

- 1 A. To obtain and exercise the Compact Privilege under the
2 terms and provisions of the Compact, the Licensee shall:
- 3 1. Have a Qualifying License as a Dentist or Dental Hygienist
4 in a Participating State;
 - 5 2. Be eligible for a Compact Privilege in any Remote State in
6 accordance with D, G and H of this section;
 - 7 3. Submit to an application process whenever the Licensee is
8 seeking a Compact Privilege;
 - 9 4. Pay any applicable Commission and Remote State fees for a
10 Compact Privilege in the Remote State;
 - 11 5. Meet any Jurisprudence Requirement established by a Remote
12 State in which the Licensee is seeking a Compact Privilege;
 - 13 6. Have passed a National Board Examination of the Joint
14 Commission on National Dental Examinations or another
15 examination accepted by Commission Rule;
 - 16 7. For a Dentist, have graduated from a predoctoral dental
17 education program accredited by the Commission on Dental
18 Accreditation, or another accrediting agency recognized by the
19 United States Department of Education for the accreditation of
20 dentistry and dental hygiene education programs, leading to the
21 Doctor of Dental Surgery (D.D.S.) or Doctor of Dental Medicine
22 (D.M.D.) degree;
 - 23 8. For a Dental Hygienist, have graduated from a dental
24 hygiene education program accredited by the Commission on Dental
25 Accreditation or another accrediting agency recognized by the
26 United States Department of Education for the accreditation of
27 dentistry and dental hygiene education programs;
 - 28 9. Have successfully completed a Clinical Assessment for
29 licensure;
 - 30 10. Report to the Commission Adverse Action taken by any non-

1 Participating State when applying for a Compact Privilege and,
2 otherwise, within thirty (30) days from the date the Adverse
3 Action is taken;

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

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

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

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

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

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

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

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

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

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

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

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

1 State.

2 SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSES

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

9 SECTION 6. ADVERSE ACTIONS

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

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

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

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

1 hygiene in any other Participating State in which the Dentist or
2 Dental Hygienist holds a License or Compact Privilege.

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

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

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

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

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

23 F. Joint Investigations

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

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

1 initiated under the Compact.

2 G. Authority to Continue Investigation

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

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

13 SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION.

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

21 B. Participation, Voting, and Meetings

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

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

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

1 limits.

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

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

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

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

15 C. The Commission shall have the following powers:

16 1. Establish the fiscal year of the Commission;

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

19 3. Adopt Rules and bylaws;

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

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

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

29 7. Maintain and certify records and information provided to a
30 Participating State as the authenticated business records of the

1 Commission, and designate a person to do so on the Commission's
2 behalf;

3 8. Purchase and maintain insurance and bonds;

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

7 10. Conduct an annual financial review;

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

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

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

30 14. Lease, purchase, retain, own, hold, improve, or use any

1 property, real, personal, or mixed, or any undivided interest
2 therein;

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

5 16. Establish a budget and make expenditures;

6 17. Borrow money;

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

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

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

17 21. Establish and elect an Executive Board;

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

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

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

25 D. Meetings of the Commission

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

30 2. Notwithstanding subsection D.1 of this section, the

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

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

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

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

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

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

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

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

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

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

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

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

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

9 k. Legal advice;

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

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

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

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

26 E. Financing of the Commission

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

30 2. The Commission may accept any and all appropriate sources

1 of revenue, donations, and grants of money, equipment, supplies,
2 materials, and services.

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

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

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

26 F. The Executive Board

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

1 a. Overseeing the day-to-day activities of the administration
2 of the Compact including compliance with the provisions of the
3 Compact, the Commission's Rules and bylaws;

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

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

10 d. Preparing and recommending the budget;

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

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

14 g. Establishing additional committees as necessary;

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

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

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

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

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

1 3. The Commission may remove any member of the Executive
2 Board as provided in the Commission's bylaws.

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

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

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

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

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

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

20 c. Protect public health and safety.

21 G. Qualified Immunity, Defense, and Indemnification

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

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

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

20 3. Notwithstanding subsection G.1 of this section, should any
21 member, officer, executive director, employee, or representative
22 of the Commission be held liable for the amount of any
23 settlement or judgment arising out of any actual or alleged act,
24 error, or omission that occurred within the scope of that
25 individual's employment, duties, or responsibilities for the
26 Commission, or that the person to whom that individual is liable
27 had a reasonable basis for believing occurred within the scope
28 of the individual's employment, duties, or responsibilities for
29 the Commission, the Commission shall indemnify and hold harmless
30 such individual, provided that the actual or alleged act, error,

1 or omission did not result from the intentional or willful or
2 wanton misconduct of the individual.

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

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

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

15 SECTION 8. DATA SYSTEM

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

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

- 27 1. Identifying information;
- 28 2. Licensure data;
- 29 3. Adverse Actions against a Licensee, License applicant or
30 Compact Privilege and information related thereto;

1 4. Non-confidential information related to Alternative
2 Program participation, the beginning and ending dates of such
3 participation, and other information related to such
4 participation;

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

8 6. The presence of Significant Investigative Information; and

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

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

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

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

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

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

5 SECTION 9. RULEMAKING

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

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

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

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

1 and effect in any Participating State or to any State applying
2 to participate in the Compact.

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

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

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

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

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

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

18 H. The Notice of Proposed Rulemaking shall include:

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

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

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

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

1 5. The manner in which interested persons may submit written
2 comments.

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

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

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

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

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

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

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

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

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

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

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

26 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

27 A. Oversight

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

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

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

17 B. Default, Technical Assistance, and Termination

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

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

28 C. If a State in default fails to cure the default, the
29 defaulting State may be terminated from the Compact upon an
30 affirmative vote of a majority of the Commissioners, and all

1 rights, privileges and benefits conferred on that State by this
2 Compact may be terminated on the effective date of termination.
3 A cure of the default does not relieve the offending State of
4 obligations or liabilities incurred during the period of
5 default.

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

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

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

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

30 H. The defaulting State may appeal the action of the

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

6 I. Dispute Resolution

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

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

14 J. Enforcement

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

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

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

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

12 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

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

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

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

30 2. Participating States enacting the Compact subsequent to

1 the Charter Participating States shall be subject to the process
2 set forth in Section 7.C.23 to determine if their enactments are
3 materially different from the Model Compact and whether they
4 qualify for participation in the Compact.

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

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

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

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

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

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

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

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

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

15 SECTION 12. CONSTRUCTION AND SEVERABILITY

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

22 B. The provisions of this Compact shall be severable and if
23 any phrase, clause, sentence or provision of this Compact is
24 held by a court of competent jurisdiction to be contrary to the
25 constitution of any Participating State, a State seeking
26 participation in the Compact, or of the United States, or the
27 applicability thereof to any government, agency, person or
28 circumstance is held to be unconstitutional by a court of
29 competent jurisdiction, the validity of the remainder of this
30 Compact and the applicability thereof to any other government,

1 agency, person or circumstance shall not be affected thereby.

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

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

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

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

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

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

1 State and any other state ratifying the compact.

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

10 (C) IMPLEMENTATION.--THE STATE BOARD OF DENTISTRY SHALL HAVE <--
11 THE FOLLOWING DUTIES:

12 (1) PROMULGATE TEMPORARY REGULATIONS NECESSARY TO
13 IMPLEMENT THIS ACT UNDER 63 PA.C.S. § 3120 (RELATING TO
14 TEMPORARY RULEMAKING AUTHORITY) WITHIN ONE YEAR OF THE
15 EFFECTIVE DATE OF THIS PARAGRAPH.

16 (2) ACCEPT COMPACT PRIVILEGE APPLICATIONS AND ISSUE
17 COMPACT PRIVILEGES UNDER THIS ACT WITHIN ONE YEAR OF THE
18 EFFECTIVE DATE OF THIS PARAGRAPH.

19 Section 4. Compensation and expenses of commissioner.

20 The commissioner who represents this State, as provided for
21 in section 7B of the Compact, shall not be entitled to any
22 additional compensation for his duties and responsibilities as
23 commissioner but shall be entitled to reimbursement for
24 reasonable expenses actually incurred in connection with his
25 duties and responsibilities as commissioner in the same manner
26 as for expenses incurred in connection with other duties and
27 responsibilities of his office or employment.

28 Section 5. Effective date.

29 This act shall take effect ~~in 60 days~~ IMMEDIATELY. <--