
THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 81 Session of
2025

INTRODUCED BY FARRY, PENNYCUICK, LANGERHOLC, BROWN AND SCHWANK,
JANUARY 22, 2025

REFERRED TO CONSUMER PROTECTION AND PROFESSIONAL LICENSURE,
JANUARY 22, 2025

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.