



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

SB2982

Introduced 1/31/2024, by Sen. Mary Edly-Allen

SYNOPSIS AS INTRODUCED:

New Act

Creates the Dentist and Dental Hygienist Compact Act. Provides that the State of Illinois ratifies and approves the Compact. Provides that the purposes of the Compact are to facilitate the interstate practice of dentistry and dental hygiene and improve public access to dentistry and dental hygiene services by providing dentists and dental hygienists licensed in a participating state the ability to practice in participating states in which they are not licensed. Includes provisions about state participation in the Compact; qualifying licenses that are eligible for Compact privilege, including active military members or their spouses; imposition of adverse actions against a qualified license; establishment and operation of the Commission, including each participating state selecting one commissioner to the Commission; development, maintenance, operation, and utilization of a coordinated database and reporting system containing licensure; rulemaking powers of the Commission; oversight, dispute resolution, and enforcement of the Compact; effective date of and amendment to the Compact; withdrawal from the Compact by a participating state; construction and severability; and effect on and conflict with other state laws.

LRB103 37695 AWJ 67822 b

1 AN ACT concerning State government.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the
5 Dentist and Dental Hygienist Compact Act.

6 Section 5. Dentist and Dental Hygienist Compact. The State
7 of Illinois ratifies and approves the following Compact:

8 DENTIST AND DENTAL HYGIENIST COMPACT

9 SECTION 1. TITLE AND PURPOSE

10 This statute shall be known and cited as the Dentist and
11 Dental Hygienist Compact. The purposes of this Compact are to
12 facilitate the interstate practice of dentistry and dental
13 hygiene and improve public access to dentistry and dental
14 hygiene services by providing Dentists and Dental Hygienists
15 licensed in a Participating State the ability to practice in
16 Participating States in which they are not licensed. The
17 Compact does this by establishing a pathway for a Dentists and
18 Dental Hygienists licensed in a Participating State to obtain
19 a Compact Privilege that authorizes them to practice in
20 another Participating State in which they are not licensed.
21 The Compact enables Participating States to protect the public

1 health and safety with respect to the practice of such
2 Dentists and Dental Hygienists, through the State's authority
3 to regulate the practice of dentistry and dental hygiene in
4 the State. The Compact:

5 A. Enables Dentists and Dental Hygienists who qualify
6 for a Compact Privilege to practice in other Participating
7 States without satisfying burdensome and duplicative
8 requirements associated with securing a License to
9 practice in those States;

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

13 C. Increases public access to qualified, licensed
14 Dentists and Dental Hygienists by creating a responsible,
15 streamlined pathway for Licensees to practice in
16 Participating States;

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

19 E. Does not interfere with licensure requirements
20 established by a Participating State;

21 F. Facilitates the sharing of licensure and
22 disciplinary information among Participating States;

23 G. Requires Dentists and Dental Hygienists who
24 practice in a Participating State pursuant to a Compact
25 Privilege to practice within the Scope of Practice
26 authorized in that State;

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

5 I. Promotes the cooperation of Participating State in
6 regulating the practice of dentistry and dental hygiene
7 within those States;

8 J. Facilitates the relocation of military members and
9 their spouses who are licensed to practice dentistry or
10 dental hygiene.

11 SECTION 2. DEFINITIONS

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

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

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

21 C. "Alternative Program" means a non-disciplinary
22 monitoring or practice remediation process applicable to a
23 Dentist or Dental Hygienist approved by a State Licensing
24 Authority of a Participating State in which the Dentist or
25 Dental Hygienist is licensed. This includes, but is not

1 limited to, programs to which Licensees with substance
2 abuse or addiction issues are referred in lieu of Adverse
3 Action.

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

8 E. "Commissioner" means the individual appointed by a
9 Participating State to serve as the member of the
10 Commission for that Participating State.

11 F. "Compact" means this Dentist and Dental Hygienist
12 Compact.

13 G. "Compact Privilege" means the authorization granted
14 by a Remote State to allow a Licensee from a Participating
15 State to practice as a Dentist or Dental Hygienist in a
16 Remote State.

17 H. "Continuing Professional Development" means a
18 requirement, as a condition of License renewal to provide
19 evidence of successful participation in educational or
20 professional activities relevant to practice or area of
21 work.

22 I. "Criminal Background Check" means the submission of
23 fingerprints or other biometric-based information for a
24 License applicant for the purpose of obtaining that
25 applicant's criminal history record information, as
26 defined in 28 C.F.R. § 20.3(d) from the Federal Bureau of

1 Investigation and the State's criminal history record
2 repository as defined in 28 C.F.R. § 20.3(f).

3 J. "Data System" means the Commission's repository of
4 information about Licensees, including but not limited to
5 examination, licensure, investigative, Compact Privilege,
6 Adverse Action, and Alternative Program.

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

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

12 M. "Dentist and Dental Hygienist Compact Commission"
13 or "Commission" means a joint government agency
14 established by this Compact comprised of each State that
15 has enacted the Compact and a national administrative body
16 comprised of a Commissioner from each State that has
17 enacted the Compact.

18 N. "Encumbered License" means a License that a State
19 Licensing Authority has limited in any way other than
20 through an Alternative Program.

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

24 P. "Jurisprudence Requirement" means the assessment of
25 an individual's knowledge of the laws and Rules governing
26 the practice of dentistry or dental hygiene, as

1 applicable, in a State.

2 Q. "License" means current authorization by a State,
3 other than authorization pursuant to a Compact Privilege,
4 or other privilege, for an individual to practice as a
5 Dentist or Dental Hygienist in that State.

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

9 S. "Model Compact" the model for the Dentist and
10 Dental Hygienist Compact on file with the Council of State
11 Governments or other entity as designated by the
12 Commission.

13 T. "Participating State" means a State that has
14 enacted the Compact and been admitted to the Commission in
15 accordance with the provisions herein and Commission
16 Rules.

17 U. "Qualifying License" means a License that is not an
18 Encumbered License issued by a Participating State to
19 practice dentistry or dental hygiene.

20 V. "Remote State" means a Participating State where a
21 Licensee who is not licensed as a Dentist or Dental
22 Hygienist is exercising or seeking to exercise the Compact
23 Privilege.

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

26 X. "Scope of Practice" means the procedures, actions,

1 and processes a Dentist or Dental Hygienist licensed in a
2 State is permitted to undertake in that State and the
3 circumstances under which the Licensee is permitted to
4 undertake those procedures, actions and processes. Such
5 procedures, actions and processes and the circumstances
6 under which they may be undertaken may be established
7 through means, including, but not limited to, statute,
8 regulations, case law, and other processes available to
9 the State Licensing Authority or other government agency.

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

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

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

25 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

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

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

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

18 6. Comply with the Commission Rules applicable to a
19 Participating State;

20 7. Accept the National Board Examinations of the Joint
21 Commission on National Dental Examinations or another
22 examination accepted by Commission Rule as a licensure
23 examination;

24 8. Accept for licensure that applicants for a Dentist
25 License graduate from a predoctoral dental education
26 program accredited by the Commission on Dental

1 Accreditation, or another accrediting agency recognized by
2 the United States Department of Education for the
3 accreditation of dentistry and dental hygiene education
4 programs, leading to the Doctor of Dental Surgery (D.D.S.)
5 or Doctor of Dental Medicine (D.M.D.) degree;

6 9. Accept for licensure that applicants for a Dental
7 Hygienist License graduate from a dental hygiene education
8 program accredited by the Commission on Dental
9 Accreditation or another accrediting agency recognized by
10 the United States Department of Education for the
11 accreditation of dentistry and dental hygiene education
12 programs;

13 10. Require for licensure that applicants successfully
14 complete a Clinical Assessment;

15 11. Have Continuing Professional Development
16 requirements as a condition for License renewal; and

17 12. Pay a participation fee to the Commission as
18 established by Commission Rule.

19 B. Providing alternative pathways for an individual to
20 obtain an unrestricted License does not disqualify a State
21 from participating in the Compact.

22 C. When conducting a Criminal Background Check the State
23 Licensing Authority shall:

24 1. Consider that information in making a licensure
25 decision;

26 2. Maintain documentation of completion of the

1 Criminal Background Check and background check information
2 to the extent allowed by State and federal law; and

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

6 D. A Licensee of a Participating State who has a
7 Qualifying License in that State and does not hold an
8 Encumbered License in any other Participating State, shall be
9 issued a Compact Privilege in a Remote State in accordance
10 with the terms of the Compact and Commission Rules. If a Remote
11 State has a Jurisprudence Requirement a Compact Privilege will
12 not be issued to the Licensee unless the Licensee has
13 satisfied the Jurisprudence Requirement.

14 SECTION 4. COMPACT PRIVILEGE

15 A. To obtain and exercise the Compact Privilege under the
16 terms and provisions of the Compact, the Licensee shall:

17 1. Have a Qualifying License as a Dentist or Dental
18 Hygienist in a Participating State;

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

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

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

25 5. Meet any Jurisprudence Requirement established by a

1 Remote State in which the Licensee is seeking a Compact
2 Privilege;

3 6. Have passed a National Board Examination of the
4 Joint Commission on National Dental Examinations or
5 another examination accepted by Commission Rule;

6 7. For a Dentist, have graduated from a predoctoral
7 dental education program accredited by the Commission on
8 Dental Accreditation, or another accrediting agency
9 recognized by the United States Department of Education
10 for the accreditation of dentistry and dental hygiene
11 education programs, leading to the Doctor of Dental
12 Surgery (D.D.S.) or Doctor of Dental Medicine (D.M.D.)
13 degree;

14 8. For a Dental Hygienist, have graduated from a
15 dental hygiene education program accredited by the
16 Commission on Dental Accreditation or another accrediting
17 agency recognized by the United States Department of
18 Education for the accreditation of dentistry and dental
19 hygiene education programs;

20 9. Have successfully completed a Clinical Assessment
21 for licensure;

22 10. Report to the Commission Adverse Action taken by
23 any non-Participating State when applying for a Compact
24 Privilege and, otherwise, within thirty (30) days from the
25 date the Adverse Action is taken;

26 11. Report to the Commission when applying for a

1 Compact Privilege the address of the Licensee's primary
2 residence and thereafter immediately report to the
3 Commission any change in the address of the Licensee's
4 primary residence; and

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

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

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

24 D. A Licensee providing dentistry or dental hygiene
25 pursuant to a Compact Privilege in a Remote State is subject to
26 that State's regulatory authority. A Remote State may, in

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

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

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

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

26 1. The specific period of time for which the Compact

1 Privilege was removed has ended; and

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

4 H. Once the requirements of subsection G of this section
5 have been met, the Licensee must meet the requirements in
6 subsection A of this section to obtain a Compact Privilege in a
7 Remote State.

8 SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSES

9 An Active Military Member and their spouse shall not be
10 required to pay to the Commission for a Compact Privilege the
11 fee otherwise charged by the Commission. If a Remote State
12 chooses to charge a fee for a Compact Privilege, it may choose
13 to charge a reduced fee or no fee to an Active Military Member
14 and their spouse for a Compact Privilege.

15 SECTION 6. ADVERSE ACTIONS

16 A. A Participating State in which a Licensee is licensed
17 shall have exclusive authority to impose Adverse Action
18 against the Qualifying License issued by that Participating
19 State.

20 B. A Participating State may take Adverse Action based on
21 the Significant Investigative Information of a Remote State,
22 so long as the Participating State follows its own procedures
23 for imposing Adverse Action.

24 C. Nothing in this Compact shall override a Participating

1 State's decision that participation in an Alternative Program
2 may be used in lieu of Adverse Action and that such
3 participation shall remain non-public if required by the
4 Participating State's laws. Participating States must require
5 Licensees who enter any Alternative Program in lieu of
6 discipline to agree not to practice pursuant to a Compact
7 Privilege in any other Participating State during the term of
8 the Alternative Program without prior authorization from such
9 other Participating State.

10 D. Any Participating State in which a Licensee is applying
11 to practice or is practicing pursuant to a Compact Privilege
12 may investigate actual or alleged violations of the statutes
13 and regulations authorizing the practice of dentistry or
14 dental hygiene in any other Participating State in which the
15 Dentist or Dental Hygienist holds a License or Compact
16 Privilege.

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

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

20 2. In furtherance of its rights and responsibilities
21 under the Compact and the Commission's Rules issue
22 subpoenas for both hearings and investigations that
23 require the attendance and testimony of witnesses, and the
24 production of evidence. Subpoenas issued by a State
25 Licensing Authority in a Participating State for the
26 attendance and testimony of witnesses, or the production

1 of evidence from another Participating State, shall be
2 enforced in the latter State by any court of competent
3 jurisdiction, according to the practice and procedure of
4 that court applicable to subpoenas issued in proceedings
5 pending before it. The issuing authority shall pay any
6 witness fees, travel expenses, mileage, and other fees
7 required by the service statutes of the State where the
8 witnesses or evidence are located; and

9 3. If otherwise permitted by State law, recover from
10 the Licensee the costs of investigations and disposition
11 of cases resulting from any Adverse Action taken against
12 that Licensee.

13 F. Joint Investigations

14 1. In addition to the authority granted to a
15 Participating State by its Dentist or Dental Hygienist
16 licensure act or other applicable State law, a
17 Participating State may jointly investigate Licensees with
18 other Participating States.

19 2. Participating States shall share any Significant
20 Investigative Information, litigation, or compliance
21 materials in furtherance of any joint or individual
22 investigation initiated under the Compact.

23 G. Authority to Continue Investigation

24 1. After a Licensee's Compact Privilege in a Remote
25 State is terminated, the Remote State may continue an
26 investigation of the Licensee that began when the Licensee

1 had a Compact Privilege in that Remote State.

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

8 SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION.

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

16 B. Participation, Voting, and Meetings

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

22 2. The Commissioner shall be a member or designee of
23 such Authority or Authorities.

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

1 establish term limits.

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

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

9 6. Each Commissioner shall be entitled to one vote on
10 all 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
13 forth in the bylaws. The Commission may meet by
14 telecommunication, video conference or other similar
15 electronic means.

16 C. The Commission shall have the following powers:

17 1. Establish the fiscal year of the Commission;

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

20 3. Adopt Rules and bylaws;

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

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

26 6. Initiate and conclude legal proceedings or actions

1 in the name of the Commission, provided that the standing
2 of any State Licensing Authority to sue or be sued under
3 applicable law shall not be affected;

4 7. Maintain and certify records and information
5 provided to a Participating State as the authenticated
6 business records of the Commission, and designate a person
7 to do so on the Commission's behalf;

8 8. Purchase and maintain insurance and bonds;

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

12 10. Conduct an annual financial review;

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

20 12. As set forth in the Commission Rules, charge a fee
21 to a Licensee for the grant of a Compact Privilege in a
22 Remote State and thereafter, as may be established by
23 Commission Rule, charge the Licensee a Compact Privilege
24 renewal fee for each renewal period in which that Licensee
25 exercises or intends to exercise the Compact Privilege in
26 that Remote State. Nothing herein shall be construed to

1 prevent a Remote State from charging a Licensee a fee for a
2 Compact Privilege or renewals of a Compact Privilege, or a
3 fee for the Jurisprudence Requirement if the Remote State
4 imposes such a requirement for the grant of a Compact
5 Privilege;

6 13. Accept any and all appropriate gifts, donations,
7 grants of money, other sources of revenue, equipment,
8 supplies, materials, and services, and receive, utilize,
9 and dispose of the same; provided that at all times the
10 Commission shall avoid any appearance of impropriety
11 and/or conflict of interest;

12 14. Lease, purchase, retain, own, hold, improve, or
13 use any property, real, personal, or mixed, or any
14 undivided interest therein;

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

18 16. Establish a budget and make expenditures;

19 17. Borrow money;

20 18. Appoint committees, including standing committees,
21 which may be composed of members, State regulators, State
22 legislators or their representatives, and consumer
23 representatives, and such other interested persons as may
24 be designated in this Compact and the bylaws;

25 19. Provide and receive information from, and
26 cooperate with, law enforcement agencies;

1 20. Elect a Chair, Vice Chair, Secretary and Treasurer
2 and such other officers of the Commission as provided in
3 the Commission's bylaws;

4 21. Establish and elect an Executive Board;

5 22. Adopt and provide to the Participating States an
6 annual report;

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

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

13 D. Meetings of the Commission

14 1. All meetings of the Commission that are not closed
15 pursuant to this subsection shall be open to the public.
16 Notice of public meetings shall be posted on the
17 Commission's website at least thirty (30) days prior to
18 the public meeting.

19 2. Notwithstanding subsection D.1 of this section, the
20 Commission may convene an emergency public meeting by
21 providing at least twenty-four (24) hours prior notice on
22 the Commission's website, and any other means as provided
23 in the Commission's Rules, for any of the reasons it may
24 dispense with notice of proposed rulemaking under Section
25 9.L. The Commission's legal counsel shall certify that one
26 of the reasons justifying an emergency public meeting has

1 been met.

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

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

11 a. Non-compliance of a Participating State with
12 its obligations under the Compact;

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

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

21 d. Current, threatened, or reasonably anticipated
22 litigation;

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

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

1 g. Trade secrets or commercial or financial
2 information that is privileged or confidential;

3 h. Information of a personal nature where
4 disclosure would constitute a clearly unwarranted
5 invasion of personal privacy;

6 i. Investigative records compiled for law
7 enforcement purposes;

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

13 k. Legal advice;

14 l. Matters specifically exempted from disclosure
15 to the public by federal or Participating State law;
16 and

17 m. Other matters as promulgated by the Commission
18 by Rule.

19 5. If a meeting, or portion of a meeting, is closed,
20 the presiding officer shall state that the meeting will be
21 closed and reference each relevant exempting provision,
22 and such reference shall be recorded in the minutes.

23 6. The Commission shall keep minutes that fully and
24 clearly describe all matters discussed in a meeting and
25 shall provide a full and accurate summary of actions
26 taken, and the reasons therefore, including a description

1 of the views expressed. All documents considered in
2 connection with an action shall be identified in such
3 minutes. All minutes and documents of a closed meeting
4 shall remain under seal, subject to release only by a
5 majority vote of the Commission or order of a court of
6 competent jurisdiction.

7 E. Financing of the Commission

8 1. The Commission shall pay, or provide for the
9 payment of, the reasonable expenses of its establishment,
10 organization, and ongoing activities.

11 2. The Commission may accept any and all appropriate
12 sources of revenue, donations, and grants of money,
13 equipment, supplies, materials, and services.

14 3. The Commission may levy on and collect an annual
15 assessment from each Participating State and impose fees
16 on Licensees of Participating States when a Compact
17 Privilege is granted, to cover the cost of the operations
18 and activities of the Commission and its staff, which must
19 be in a total amount sufficient to cover its annual budget
20 as approved each fiscal year for which sufficient revenue
21 is not provided by other sources. The aggregate annual
22 assessment amount for Participating States shall be
23 allocated based upon a formula that the Commission shall
24 promulgate by Rule.

25 4. The Commission shall not incur obligations of any
26 kind prior to securing the funds adequate to meet the

1 same; nor shall the Commission pledge the credit of any
2 Participating State, except by and with the authority of
3 the Participating State.

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

13 F. The Executive Board

14 1. The Executive Board shall have the power to act on
15 behalf of the Commission according to the terms of this
16 Compact. The powers, duties, and responsibilities of the
17 Executive Board shall include:

18 a. Overseeing the day-to-day activities of the
19 administration of the Compact including compliance
20 with the provisions of the Compact, the Commission's
21 Rules and bylaws;

22 b. Recommending to the Commission changes to the
23 Rules or bylaws, changes to this Compact legislation,
24 fees charged to Compact Participating States, fees
25 charged to Licensees, and other fees;

26 c. Ensuring Compact administration services are

- 1 appropriately provided, including by contract;
- 2 d. Preparing and recommending the budget;
- 3 e. Maintaining financial records on behalf of the
4 Commission;
- 5 f. Monitoring Compact compliance of Participating
6 States and providing compliance reports to the
7 Commission;
- 8 g. Establishing additional committees as
9 necessary;
- 10 h. Exercising the powers and duties of the
11 Commission during the interim between Commission
12 meetings, except for adopting or amending Rules,
13 adopting or amending bylaws, and exercising any other
14 powers and duties expressly reserved to the Commission
15 by Rule or bylaw; and
- 16 i. Other duties as provided in the Rules or bylaws
17 of the Commission.
- 18 2. The Executive Board shall be composed of up to
19 seven (7) members:
- 20 a. The Chair, Vice Chair, Secretary and Treasurer
21 of the Commission and any other members of the
22 Commission who serve on the Executive Board shall be
23 voting members of the Executive Board; and
- 24 b. Other than the Chair, Vice Chair, Secretary,
25 and Treasurer, the Commission may elect up to three
26 (3) voting members from the current membership of the

1 Commission.

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

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

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

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

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

19 a. Meet an imminent threat to public health,
20 safety, or welfare;

21 b. Prevent a loss of Commission or Participating
22 State funds; or

23 c. Protect public health and safety.

24 G. Qualified Immunity, Defense, and Indemnification

25 1. The members, officers, executive director,
26 employees and representatives of the Commission shall be

1 immune from suit and liability, both personally and in
2 their official capacity, for any claim for damage to or
3 loss of property or personal injury or other civil
4 liability caused by or arising out of any actual or
5 alleged act, error, or omission that occurred, or that the
6 person against whom the claim is made had a reasonable
7 basis for believing occurred within the scope of
8 Commission employment, duties or responsibilities;
9 provided that nothing in this paragraph shall be construed
10 to protect any such person from suit or liability for any
11 damage, loss, injury, or liability caused by the
12 intentional or willful or wanton misconduct of that
13 person. The procurement of insurance of any type by the
14 Commission shall not in any way compromise or limit the
15 immunity granted hereunder.

16 2. The Commission shall defend any member, officer,
17 executive director, employee, and representative of the
18 Commission in any civil action seeking to impose liability
19 arising out of any actual or alleged act, error, or
20 omission that occurred within the scope of Commission
21 employment, duties, or responsibilities, or as determined
22 by the Commission that the person against whom the claim
23 is made had a reasonable basis for believing occurred
24 within the scope of Commission employment, duties, or
25 responsibilities; provided that nothing herein shall be
26 construed to prohibit that person from retaining their own

1 counsel at their own expense; and provided further, that
2 the actual or alleged act, error, or omission did not
3 result from that person's intentional or willful or wanton
4 misconduct.

5 3. Notwithstanding subsection G.1 of this section,
6 should any member, officer, executive director, employee,
7 or representative of the Commission be held liable for the
8 amount of any settlement or judgment arising out of any
9 actual or alleged act, error, or omission that occurred
10 within the scope of that individual's employment, duties,
11 or responsibilities for the Commission, or that the person
12 to whom that individual is liable had a reasonable basis
13 for believing occurred within the scope of the
14 individual's employment, duties, or responsibilities for
15 the Commission, the Commission shall indemnify and hold
16 harmless such individual, provided that the actual or
17 alleged act, error, or omission did not result from the
18 intentional or willful or wanton misconduct of the
19 individual.

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

24 5. Nothing in this Compact shall be interpreted to
25 waive or otherwise abrogate a Participating State's state
26 action immunity or state action affirmative defense with

1 respect to antitrust claims under the Sherman Act, Clayton
2 Act, or any other State or federal antitrust or
3 anticompetitive law or regulation.

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

7 SECTION 8. DATA SYSTEM

8 A. The Commission shall provide for the development,
9 maintenance, operation, and utilization of a coordinated
10 database and reporting system containing licensure, Adverse
11 Action, and the presence of Significant Investigative
12 Information on all Licensees and applicants for a License in
13 Participating States.

14 B. Notwithstanding any other provision of State law to the
15 contrary, a Participating State shall submit a uniform data
16 set to the Data System on all individuals to whom this Compact
17 is applicable as required by the Rules of the Commission,
18 including:

19 1. Identifying information;

20 2. Licensure data;

21 3. Adverse Actions against a Licensee, License
22 applicant or Compact Privilege and information related
23 thereto;

24 4. Non-confidential information related to Alternative
25 Program participation, the beginning and ending dates of

1 such participation, and other information related to such
2 participation;

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

7 6. The presence of Significant Investigative
8 Information; and

9 7. Other information that may facilitate the
10 administration of this Compact or the protection of the
11 public, as determined 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,
14 when certified by the Commission or an agent thereof, shall
15 constitute the authenticated business records of the
16 Commission, and shall be entitled to any associated hearsay
17 exception in any relevant judicial, quasi-judicial or
18 administrative proceedings 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
26 applicant in any Participating State will be available to any

1 other Participating State.

2 F. Participating States contributing information to the
3 Data System may designate information that may not be shared
4 with the public without the express permission of the
5 contributing State.

6 G. Any information submitted to the Data System that is
7 subsequently expunged pursuant to federal law or the laws of
8 the Participating State contributing the information shall be
9 removed from the Data System.

10 SECTION 9. RULEMAKING

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

20 B. The Rules of the Commission shall have the force of law
21 in each Participating State, provided however that where the
22 Rules of the Commission conflict with the laws of the
23 Participating State that establish the Participating State's
24 Scope of Practice as held by a court of competent
25 jurisdiction, the Rules of the Commission shall be ineffective

1 in that State to the extent of the conflict.

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

6 D. If a majority of the legislatures of the Participating
7 States rejects a Commission Rule or portion of a Commission
8 Rule, by enactment of a statute or resolution in the same
9 manner used to adopt the Compact, within four (4) years of the
10 date of adoption of the Rule, then such Rule shall have no
11 further force and effect in any Participating State or to any
12 State applying to participate in the Compact.

13 E. Rules shall be adopted at a regular or special meeting
14 of the Commission.

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

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

23 1. On the website of the Commission or other publicly
24 accessible platform;

25 2. To persons who have requested notice of the
26 Commission's notices of proposed rulemaking; and

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

3 H. The Notice of Proposed Rulemaking shall include:

4 1. The time, date, and location of the public hearing
5 at which the Commission will hear public comments on the
6 proposed Rule and, if different, the time, date, and
7 location of the meeting where the Commission will consider
8 and vote on the proposed Rule;

9 2. If the hearing is held via telecommunication, video
10 conference, or other electronic means, the Commission
11 shall include the mechanism for access to the hearing in
12 the Notice of Proposed Rulemaking;

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

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

17 5. The manner in which interested persons may submit
18 written comments.

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

23 J. Nothing in this section shall be construed as requiring
24 a separate hearing on each Commission Rule. Rules may be
25 grouped for the convenience of the Commission at hearings
26 required by this section.

1 K. The Commission shall, by majority vote of all
2 Commissioners, take final action on the proposed Rule based on
3 the rulemaking record.

4 1. The Commission may adopt changes to the proposed
5 Rule provided the changes do not enlarge the original
6 purpose of the proposed Rule.

7 2. The Commission shall provide an explanation of the
8 reasons for substantive changes made to the proposed Rule
9 as well as reasons for substantive changes not made that
10 were recommended by commenters.

11 3. The Commission shall determine a reasonable
12 effective date for the Rule. Except for an emergency as
13 provided in subsection L, the effective date of the Rule
14 shall be no sooner than thirty (30) days after the
15 Commission issuing the notice that it adopted or amended
16 the Rule.

17 L. Upon determination that an emergency exists, the
18 Commission may consider and adopt an emergency Rule with 24
19 hours' notice, with opportunity to comment, provided that the
20 usual rulemaking procedures provided in the Compact and in
21 this section shall be retroactively applied to the Rule as
22 soon as reasonably possible, in no event later than ninety
23 (90) days after the effective date of the Rule. For the
24 purposes of this provision, an emergency Rule is one that must
25 be adopted immediately in order to:

26 1. Meet an imminent threat to public health, safety,

1 or welfare;

2 2. Prevent a loss of Commission or Participating State
3 funds;

4 3. Meet a deadline for the promulgation of a Rule that
5 is established by federal law or rule; or

6 4. Protect public health and safety.

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

21 N. No Participating State's rulemaking requirements shall
22 apply under this Compact.

23 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

24 A. Oversight

25 1. The executive and judicial branches of State

1 government in each Participating State shall enforce this
2 Compact and take all actions necessary and appropriate to
3 implement the Compact.

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

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

21 B. Default, Technical Assistance, and Termination

22 1. If the Commission determines that a Participating
23 State has defaulted in the performance of its obligations
24 or responsibilities under this Compact or the promulgated
25 Rules, the Commission shall provide written notice to the
26 defaulting State. The notice of default shall describe the

1 default, the proposed means of curing the default, and any
2 other action that the Commission may take, and shall offer
3 training and specific technical assistance regarding the
4 default.

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

7 C. If a State in default fails to cure the default, the
8 defaulting State may be terminated from the Compact upon an
9 affirmative vote of a majority of the Commissioners, and all
10 rights, privileges and benefits conferred on that State by
11 this Compact may be terminated on the effective date of
12 termination. A cure of the default does not relieve the
13 offending State of obligations or liabilities incurred during
14 the period of default.

15 D. Termination of participation in the Compact shall be
16 imposed only after all other means of securing compliance have
17 been exhausted. Notice of intent to suspend or terminate shall
18 be given by the Commission to the governor, the majority and
19 minority leaders of the defaulting State's legislature, the
20 defaulting State's State Licensing Authority or Authorities,
21 as applicable, and each of the Participating States' State
22 Licensing Authority or Authorities, as applicable.

23 E. A State that has been terminated is responsible for all
24 assessments, obligations, and liabilities incurred through the
25 effective date of termination, including obligations that
26 extend beyond the effective date of termination.

1 F. Upon the termination of a State's participation in this
2 Compact, that State shall immediately provide notice to all
3 Licensees of the State, including Licensees of other
4 Participating States issued a Compact Privilege to practice
5 within that State, of such termination. The terminated State
6 shall continue to recognize all Compact Privileges then in
7 effect in that State for a minimum of one hundred eighty (180)
8 days after the date of said notice of termination.

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

13 H. The defaulting State may appeal the action of the
14 Commission by petitioning the U.S. District Court for the
15 District of Columbia or the federal district where the
16 Commission has its principal offices. The prevailing party
17 shall be awarded all costs of such litigation, including
18 reasonable attorney's fees.

19 I. Dispute Resolution

20 1. Upon request by a Participating State, the
21 Commission shall attempt to resolve disputes related to
22 the Compact that arise among Participating States and
23 between Participating States and non-Participating States.

24 2. The Commission shall promulgate a Rule providing
25 for both mediation and binding dispute resolution for
26 disputes as appropriate.

1 J. Enforcement

2 1. The Commission, in the reasonable exercise of its
3 discretion, shall enforce the provisions of this Compact
4 and the Commission's Rules.

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

19 3. A Participating State may initiate legal action
20 against the Commission in the U.S. District Court for the
21 District of Columbia or the federal district where the
22 Commission has its principal offices to enforce compliance
23 with the provisions of the Compact and its promulgated
24 Rules. The relief sought may include both injunctive
25 relief and damages. In the event judicial enforcement is
26 necessary, the prevailing party shall be awarded all costs

1 of such litigation, including reasonable attorney's fees.

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

4 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

5 A. The Compact shall come into effect on the date on which
6 the Compact statute is enacted into law in the seventh
7 Participating State.

8 1. On or after the effective date of the Compact, the
9 Commission shall convene and review the enactment of each
10 of the States that enacted the Compact prior to the
11 Commission convening ("Charter Participating States") to
12 determine if the statute enacted by each such Charter
13 Participating State is materially different than the Model
14 Compact.

15 a. A Charter Participating State whose enactment
16 is found to be materially different from the Model
17 Compact shall be entitled to the default process set
18 forth in Section 10.

19 b. If any Participating State is later found to be
20 in default, or is terminated or withdraws from the
21 Compact, the Commission shall remain in existence and
22 the Compact shall remain in effect even if the number
23 of Participating States should be less than seven (7).

24 2. Participating States enacting the Compact
25 subsequent to the Charter Participating States shall be

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

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

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

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

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

24 2. Withdrawal shall not affect the continuing
25 requirement of the withdrawing State's Licensing Authority
26 or Authorities to comply with the investigative and

1 Adverse Action reporting requirements of this Compact
2 prior to the effective date of withdrawal.

3 3. Upon the enactment of a statute withdrawing from
4 this Compact, the State shall immediately provide notice
5 of such withdrawal to all Licensees within that State.
6 Notwithstanding any subsequent statutory enactment to the
7 contrary, such withdrawing State shall continue to
8 recognize all Compact Privileges to practice within that
9 State granted pursuant to this Compact for a minimum of
10 one hundred eighty (180) days after the date of such
11 notice of withdrawal.

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

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

21 SECTION 12. CONSTRUCTION AND SEVERABILITY

22 A. This Compact and the Commission's rulemaking authority
23 shall be liberally construed so as to effectuate the purposes,
24 and the implementation and administration of the Compact.
25 Provisions of the Compact expressly authorizing or requiring

1 the promulgation of Rules shall not be construed to limit the
2 Commission's rulemaking authority solely for those purposes.

3 B. The provisions of this Compact shall be severable and
4 if any phrase, clause, sentence or provision of this Compact
5 is held by a court of competent jurisdiction to be contrary to
6 the constitution of any Participating State, a State seeking
7 participation in the Compact, or of the United States, or the
8 applicability thereof to any government, agency, person or
9 circumstance is held to be unconstitutional by a court of
10 competent jurisdiction, the validity of the remainder of this
11 Compact and the applicability thereof to any other government,
12 agency, person or circumstance shall not be affected thereby.

13 C. Notwithstanding subsection B of this section, the
14 Commission may deny a State's participation in the Compact or,
15 in accordance with the requirements of Section 10.B, terminate
16 a Participating State's participation in the Compact, if it
17 determines that a constitutional requirement of a
18 Participating State is a material departure from the Compact.
19 Otherwise, if this Compact shall be held to be contrary to the
20 constitution of any Participating State, the Compact shall
21 remain in full force and effect as to the remaining
22 Participating States and in full force and effect as to the
23 Participating State affected as to all severable matters.

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

1 A. Nothing herein shall prevent or inhibit the enforcement
2 of any other law of a Participating State that is not
3 inconsistent with the Compact.

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

7 C. All permissible agreements between the Commission and
8 the Participating States are binding in accordance with their
9 terms.