

MAINE STATE LEGISLATURE

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131st MAINE LEGISLATURE

SECOND REGULAR SESSION-2024

Legislative Document

No. 2137

H.P. 1361

House of Representatives, January 3, 2024

An Act to Join the Dentist and Dental Hygienist Compact

Approved for introduction by a majority of the Legislative Council pursuant to Joint Rule 203.

Reference to the Committee on Health Coverage, Insurance and Financial Services suggested and ordered printed.

Handwritten signature of Robert B. Hunt in cursive.

ROBERT B. HUNT
Clerk

Presented by Representative MORRIS of Turner.

1 **Be it enacted by the People of the State of Maine as follows:**

2 **CONCEPT DRAFT**

3 **SUMMARY**

4 This bill is a concept draft pursuant to Joint Rule 208.

5 This bill proposes to enact the Dentist and Dental Hygienist Compact to facilitate the
6 interstate practice of dentistry and dental hygiene by improving public access to dentistry
7 and dental hygiene services provided by dentists and dental hygienists practicing in states
8 in which they are not licensed. The compact preserves the regulatory authority of a state to
9 protect public health and safety through that state's current system of state licensure and
10 promote mobility and address workforce shortages by eliminating the necessity for licenses
11 in multiple states by providing for the mutual recognition of other member state licenses.

12 The verbatim text of the Dentist and Dental Hygienist Compact, which has not been
13 edited to make necessary, nonsubstantive changes to conform to Maine legislative drafting
14 standards, reads as follows.

15 **DENTIST AND DENTAL HYGIENIST COMPACT**

16 **SECTION 1. TITLE AND PURPOSE**

17 This statute shall be known and cited as the Dentist and Dental Hygienist Compact. The
18 purposes of this Compact are to facilitate the interstate practice of dentistry and dental
19 hygiene and improve public access to dentistry and dental hygiene services by providing
20 Dentists and Dental Hygienists licensed in a Participating State the ability to practice in
21 Participating States in which they are not licensed. The Compact does this by establishing
22 a pathway for a Dentists and Dental Hygienists licensed in a Participating State to obtain a
23 Compact Privilege that authorizes them to practice in another Participating State in which
24 they are not licensed. The Compact enables Participating States to protect the public health
25 and safety with respect to the practice of such Dentists and Dental Hygienists, through the
26 State's authority to regulate the practice of dentistry and dental hygiene in the State. The
27 Compact:

- 28 A. Enables Dentists and Dental Hygienists who qualify for a Compact Privilege to
29 practice in other Participating States without satisfying burdensome and
30 duplicative requirements associated with securing a License to practice in those
31 States;
- 32 B. Promotes mobility and addresses workforce shortages through each Participating
33 State's acceptance of a Compact Privilege to practice in that State;
- 34 C. Increases public access to qualified, licensed Dentists and Dental Hygienists by
35 creating a responsible, streamlined pathway for Licensees to practice in
36 Participating States.
- 37 D. Enhances the ability of Participating States to protect the public's health and safety;
- 38 E. Does not interfere with licensure requirements established by a Participating State;
- 39 F. Facilitates the sharing of licensure and disciplinary information among
40 Participating States;

- 1 G. Requires Dentists and Dental Hygienists who practice in a Participating State
2 pursuant to a Compact Privilege to practice within the Scope of Practice authorized
3 in that State;
- 4 H. Extends the authority of a Participating State to regulate the practice of dentistry
5 and dental hygiene within its borders to Dentists and Dental Hygienists who
6 practice in the State through a Compact Privilege;
- 7 I. Promotes the cooperation of Participating State in regulating the practice of
8 dentistry and dental hygiene within those States;
- 9 J. Facilitates the relocation of military members and their spouses who are licensed
10 to practice dentistry or dental hygiene;

11 **SECTION 2. DEFINITIONS**

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

- 14 A. **"Active Military Member"** means any person with full-time duty status in the
15 armed forces of the United States, including members of the National Guard and
16 Reserve.
- 17 B. **"Adverse Action"** means disciplinary action or encumbrance imposed on a
18 License or Compact Privilege by a State Licensing Authority.
- 19 C. **"Alternative Program"** means a non-disciplinary monitoring or practice
20 remediation process applicable to a Dentist or Dental Hygienist approved by a
21 State Licensing Authority of a Participating State in which the Dentist or Dental
22 Hygienist is licensed. This includes, but is not limited to, programs to which
23 Licensees with substance abuse or addiction issues are referred in lieu of Adverse
24 Action.
- 25 D. **"Clinical Assessment"** means examination or process, required for licensure as a
26 Dentist or Dental Hygienist as applicable, that provides evidence of clinical
27 competence in dentistry or dental hygiene.
- 28 E. **"Commissioner"** means the individual appointed by a Participating State to serve
29 as the member of the Commission for that Participating State.
- 30 F. **"Compact"** means this Dentist and Dental Hygienist Compact.
- 31 G. **"Compact Privilege"** means the authorization granted by a Remote State to allow
32 a Licensee from a Participating State to practice as a Dentist or Dental Hygienist
33 in a Remote State.
- 34 H. **"Continuing Professional Development"** means a requirement, as a condition of
35 License renewal to provide evidence of successful participation in educational or
36 professional activities relevant to practice or area of work.
- 37 I. **"Criminal Background Check"** means the submission of fingerprints or other
38 biometric-based information for a License applicant for the purpose of obtaining
39 that applicant's criminal history record information, as defined in 28 C.F.R. §
40 20.3(d) from the Federal Bureau of Investigation and the State's criminal history
41 record repository as defined in 28 C.F.R. § 20.3(f).

- 1 J. **"Data System"** means the Commission's repository of information about
2 Licensees, including but not limited to examination, licensure, investigative,
3 Compact Privilege, Adverse Action, and Alternative Program.
- 4 K. **"Dental Hygienist"** means an individual who is licensed by a State Licensing
5 Authority to practice dental hygiene.
- 6 L. **"Dentist"** means an individual who is licensed by a State Licensing Authority to
7 practice dentistry.
- 8 M. **"Dentist and Dental Hygienist Compact Commission" or "Commission"**
9 means a joint government agency established by this Compact comprised of each
10 State that has enacted the Compact and a national administrative body comprised
11 of a Commissioner from each State that has enacted the Compact.
- 12 N. **"Encumbered License"** means a License that a State Licensing Authority has
13 limited in any way other than through an Alternative Program.
- 14 O. **"Executive Board"** means the Chair, Vice Chair, Secretary and Treasurer and any
15 other Commissioners as may be determined by Commission Rule or bylaw.
- 16 P. **"Jurisprudence Requirement"** means the assessment of an individual's
17 knowledge of the laws and Rules governing the practice of dentistry or dental
18 hygiene, as applicable, in a State.
- 19 Q. **"License"** means current authorization by a State, other than authorization
20 pursuant to a Compact Privilege, or other privilege, for an individual to practice as
21 a Dentist or Dental Hygienist in that State.
- 22 R. **"Licensee"** means an individual who holds an unrestricted License from a
23 Participating State to practice as a Dentist or Dental Hygienist in that State.
- 24 S. **"Model Compact"** the model for the Dentist and Dental Hygienist Compact on file
25 with the Council of State Governments or other entity as designated by the
26 Commission.
- 27 T. **"Participating State"** means a State that has enacted the Compact and been
28 admitted to the Commission in accordance with the provisions herein and
29 Commission Rules.
- 30 U. **"Qualifying License"** means a License that is not an Encumbered License issued
31 by a Participating State to practice dentistry or dental hygiene.
- 32 V. **"Remote State"** means a Participating State where a Licensee who is not licensed
33 as a Dentist or Dental Hygienist is exercising or seeking to exercise the Compact
34 Privilege.
- 35 W. **"Rule"** means a regulation promulgated by an entity that has the force of law.
- 36 X. **"Scope of Practice"** means the procedures, actions, and processes a Dentist or
37 Dental Hygienist licensed in a State is permitted to undertake in that State and the
38 circumstances under which the Licensee is permitted to undertake those
39 procedures, actions and processes. Such procedures, actions and processes and the
40 circumstances under which they may be undertaken may be established through
41 means, including, but not limited to, statute, regulations, case law, and other
42 processes available to the State Licensing Authority or other government agency.

- 1 Y. **"Significant Investigative Information"** means information, records, and
2 documents received or generated by a State Licensing Authority pursuant to an
3 investigation for which a determination has been made that there is probable cause
4 to believe that the Licensee has violated a statute or regulation that is considered
5 more than a minor infraction for which the State Licensing Authority could pursue
6 Adverse Action against the Licensee.
- 7 Z. **"State"** means any state, commonwealth, district, or territory of the United States
8 of America that regulates the practices of dentistry and dental hygiene.
- 9 AA. **"State Licensing Authority"** means an agency or other entity of a State that is
10 responsible for the licensing and regulation of Dentists or Dental Hygienists.

11 **SECTION 3. STATE PARTICIPATION IN THE COMPACT**

- 12 A. In order to join the Compact and thereafter continue as a Participating State, a State
13 must:
- 14 1. Enact a compact that is not materially different from the Model Compact as
15 determined in accordance with Commission Rules;
 - 16 2. Participate fully in the Commission's Data System;
 - 17 3. Have a mechanism in place for receiving and investigating complaints about its
18 Licensees and License applicants;
 - 19 4. Notify the Commission, in compliance with the terms of the Compact and
20 Commission Rules, of any Adverse Action or the availability of Significant
21 Investigative Information regarding a Licensee and License applicant;
 - 22 5. Fully implement a Criminal Background Check requirement, within a time frame
23 established by Commission Rule, by receiving the results of a qualifying Criminal
24 Background Check;
 - 25 6. Comply with the Commission Rules applicable to a Participating State;
 - 26 7. Accept the National Board Examinations of the Joint Commission on National
27 Dental Examinations or another examination accepted by Commission Rule as a
28 licensure examination;
 - 29 8. Accept for licensure that applicants for a Dentist License graduate from a
30 predoctoral dental education program accredited by the Commission on Dental
31 Accreditation, or another accrediting agency recognized by the United States
32 Department of Education for the accreditation of dentistry and dental hygiene
33 education programs, leading to the Doctor of Dental Surgery (D.D.S.) or Doctor of
34 Dental Medicine (D.M.D.) degree;
 - 35 9. Accept for licensure that applicants for a Dental Hygienist License graduate from a
36 dental hygiene education program accredited by the Commission on Dental
37 Accreditation or another accrediting agency recognized by the United States
38 Department of Education for the accreditation of dentistry and dental hygiene
39 education programs;
 - 40 10. Require for licensure that applicants successfully complete a Clinical Assessment;
 - 41 11. Have Continuing Professional Development requirements as a condition for
42 License renewal; and

- 1 12. Pay a participation fee to the Commission as established by Commission Rule.
- 2 B. Providing alternative pathways for an individual to obtain an unrestricted License does
3 not disqualify a State from participating in the Compact.
- 4 C. When conducting a Criminal Background Check the State Licensing Authority shall:
- 5 1. Consider that information in making a licensure decision;
- 6 2. Maintain documentation of completion of the Criminal Background Check and
7 background check information to the extent allowed by State and federal law; and
- 8 3. Report to the Commission whether it has completed the Criminal Background
9 Check and whether the individual was granted or denied a License.
- 10 D. A Licensee of a Participating State who has a Qualifying License in that State and does
11 not hold an Encumbered License in any other Participating State, shall be issued a
12 Compact Privilege in a Remote State in accordance with the terms of the Compact and
13 Commission Rules. If a Remote State has a Jurisprudence Requirement a Compact
14 Privilege will not be issued to the Licensee unless the Licensee has satisfied the
15 Jurisprudence Requirement.

16 **SECTION 4. COMPACT PRIVILEGE**

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

- 1 10. Report to the Commission Adverse Action taken by any non-Participating State
2 when applying for a Compact Privilege and, otherwise, within thirty (30) days from
3 the date the Adverse Action is taken;
- 4 11. Report to the Commission when applying for a Compact Privilege the address of
5 the Licensee's primary residence and thereafter immediately report to the
6 Commission any change in the address of the Licensee's primary residence; and
- 7 12. Consent to accept service of process by mail at the Licensee's primary residence on
8 record with the Commission with respect to any action brought against the Licensee
9 by the Commission or a Participating State, and consent to accept service of a
10 subpoena by mail at the Licensee's primary residence on record with the
11 Commission with respect to any action brought or investigation conducted by the
12 Commission or a Participating State.
- 13 B. The Licensee must comply with the requirements of subsection A of this section to
14 maintain the Compact Privilege in the Remote State. If those requirements are met, the
15 Compact Privilege will continue as long as the Licensee maintains a Qualifying
16 License in the State through which the Licensee applied for the Compact Privilege and
17 pays any applicable Compact Privilege renewal fees.
- 18 C. A Licensee providing dentistry or dental hygiene in a Remote State under the Compact
19 Privilege shall function within the Scope of Practice authorized by the Remote State
20 for a Dentist or Dental Hygienist licensed in that State.
- 21 D. A Licensee providing dentistry or dental hygiene pursuant to a Compact Privilege in a
22 Remote State is subject to that State's regulatory authority. A Remote State may, in
23 accordance with due process and that State's laws, by Adverse Action revoke or remove
24 a Licensee's Compact Privilege in the Remote State for a specific period of time and
25 impose fines or take any other necessary actions to protect the health and safety of its
26 citizens. If a Remote State imposes an Adverse Action against a Compact Privilege that
27 limits the Compact Privilege, that Adverse Action applies to all Compact Privileges in
28 all Remote States. A Licensee whose Compact Privilege in a Remote State is removed
29 for a specified period of time is not eligible for a Compact Privilege in any other
30 Remote State until the specific time for removal of the Compact Privilege has passed
31 and all encumbrance requirements are satisfied.
- 32 E. If a License in a Participating State is an Encumbered License, the Licensee shall lose
33 the Compact Privilege in a Remote State and shall not be eligible for a Compact
34 Privilege in any Remote State until the License is no longer encumbered.
- 35 F. Once an Encumbered License in a Participating State is restored to good standing, the
36 Licensee must meet the requirements of subsection A of this section to obtain a
37 Compact Privilege in a Remote State.
- 38 G. If a Licensee's Compact Privilege in a Remote State is removed by the Remote State,
39 the individual shall lose or be ineligible for the Compact Privilege in any Remote State
40 until the following occur:
 - 41 1. The specific period of time for which the Compact Privilege was removed has
42 ended; and
 - 43 2. All conditions for removal of the Compact Privilege have been satisfied.

1 H. Once the requirements of subsection G of this section have been met, the Licensee must
2 meet the requirements in subsection A of this section to obtain a Compact Privilege in
3 a Remote State.

4 **SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSES**

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

10 **SECTION 6. ADVERSE ACTIONS**

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

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

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

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

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

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

32 2. In furtherance of its rights and responsibilities under the Compact and the
33 Commission's Rules issue subpoenas for both hearings and investigations that
34 require the attendance and testimony of witnesses, and the production of evidence.
35 Subpoenas issued by a State Licensing Authority in a Participating State for the
36 attendance and testimony of witnesses, or the production of evidence from another
37 Participating State, shall be enforced in the latter State by any court of competent
38 jurisdiction, according to the practice and procedure of that court applicable to
39 subpoenas issued in proceedings pending before it. The issuing authority shall pay
40 any witness fees, travel expenses, mileage, and other fees required by the service
41 statutes of the State where the witnesses or evidence are located; and

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

4 F. Joint Investigations

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

8 2. Participating States shall share any Significant Investigative Information, litigation,
9 or compliance materials in furtherance of any joint or individual investigation
10 initiated under the Compact.

11 G. Authority to Continue Investigation

12 1. After a Licensee's Compact Privilege in a Remote State is terminated, the Remote
13 State may continue an investigation of the Licensee that began when the Licensee
14 had a Compact Privilege in that Remote State.

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

19 **SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION.**

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

25 B. Participation, Voting, and Meetings

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

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

31 3. The Commission may by Rule or bylaw establish a term of office for
32 Commissioners and may by Rule or bylaw establish term limits.

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

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

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

- 1 7. The Commission shall meet at least once during each calendar year. Additional
2 meetings may be held as set forth in the bylaws. The Commission may meet by
3 telecommunication, video conference or other similar electronic means.
- 4 C. The Commission shall have the following powers:
- 5 1. Establish the fiscal year of the Commission;
- 6 2. Establish a code of conduct and conflict of interest policies;
- 7 3. Adopt Rules and bylaws;
- 8 4. Maintain its financial records in accordance with the bylaws;
- 9 5. Meet and take such actions as are consistent with the provisions of this Compact,
10 the Commission's Rules, and the bylaws;
- 11 6. Initiate and conclude legal proceedings or actions in the name of the Commission,
12 provided that the standing of any State Licensing Authority to sue or be sued under
13 applicable law shall not be affected;
- 14 7. Maintain and certify records and information provided to a Participating State as
15 the authenticated business records of the Commission, and designate a person to do
16 so on the Commission's behalf;
- 17 8. Purchase and maintain insurance and bonds;
- 18 9. Borrow, accept, or contract for services of personnel, including, but not limited to,
19 employees of a Participating State;
- 20 10. Conduct an annual financial review;
- 21 11. Hire employees, elect or appoint officers, fix compensation, define duties, grant
22 such individuals appropriate authority to carry out the purposes of the Compact, and
23 establish the Commission's personnel policies and programs relating to conflicts of
24 interest, qualifications of personnel, and other related personnel matters;
- 25 12. As set forth in the Commission Rules, charge a fee to a Licensee for the grant of a
26 Compact Privilege in a Remote State and thereafter, as may be established by
27 Commission Rule, charge the Licensee a Compact Privilege renewal fee for each
28 renewal period in which that Licensee exercises or intends to exercise the Compact
29 Privilege in that Remote State. Nothing herein shall be construed to prevent a
30 Remote State from charging a Licensee a fee for a Compact Privilege or renewals
31 of a Compact Privilege, or a fee for the Jurisprudence Requirement if the Remote
32 State imposes such a requirement for the grant of a Compact Privilege;
- 33 13. Accept any and all appropriate gifts, donations, grants of money, other sources of
34 revenue, equipment, supplies, materials, and services, and receive, utilize, and
35 dispose of the same; provided that at all times the Commission shall avoid any
36 appearance of impropriety and/or conflict of interest;
- 37 14. Lease, purchase, retain, own, hold, improve, or use any property, real, personal, or
38 mixed, or any undivided interest therein;
- 39 15. Sell, convey, mortgage, pledge, lease, exchange, abandon, or otherwise dispose of
40 any property real, personal, or mixed;
- 41 16. Establish a budget and make expenditures;

- 1 17. Borrow money;
- 2 18. Appoint committees, including standing committees, which may be composed of
- 3 members, State regulators, State legislators or their representatives, and consumer
- 4 representatives, and such other interested persons as may be designated in this
- 5 Compact and the bylaws;
- 6 19. Provide and receive information from, and cooperate with, law enforcement
- 7 agencies;
- 8 20. Elect a Chair, Vice Chair, Secretary and Treasurer and such other officers of the
- 9 Commission as provided in the Commission's bylaws;
- 10 21. Establish and elect an Executive Board;
- 11 22. Adopt and provide to the Participating States an annual report;
- 12 23. Determine whether a State's enacted compact is materially different from the Model
- 13 Compact language such that the State would not qualify for participation in the
- 14 Compact; and
- 15 24. Perform such other functions as may be necessary or appropriate to achieve the
- 16 purposes of this Compact.
- 17 D. Meetings of the Commission
- 18 1. All meetings of the Commission that are not closed pursuant to this subsection shall
- 19 be open to the public. Notice of public meetings shall be posted on the
- 20 Commission's website at least thirty (30) days prior to the public meeting.
- 21 2. Notwithstanding subsection D.1 of this section, the Commission may convene an
- 22 emergency public meeting by providing at least twenty-four (24) hours prior notice
- 23 on the Commission's website, and any other means as provided in the Commission's
- 24 Rules, for any of the reasons it may dispense with notice of proposed rulemaking
- 25 under Section 9.L. The Commission's legal counsel shall certify that one of the
- 26 reasons justifying an emergency public meeting has been met.
- 27 3. Notice of all Commission meetings shall provide the time, date, and location of the
- 28 meeting, and if the meeting is to be held or accessible via telecommunication, video
- 29 conference, or other electronic means, the notice shall include the mechanism for
- 30 access to the meeting through such means.
- 31 4. The Commission may convene in a closed, non-public meeting for the Commission
- 32 to receive legal advice or to discuss:
 - 33 a. Non-compliance of a Participating State with its obligations under the Compact;
 - 34 b. The employment, compensation, discipline or other matters, practices or
 - 35 procedures related to specific employees or other matters related to the
 - 36 Commission's internal personnel practices and procedures;
 - 37 c. Current or threatened discipline of a Licensee or Compact Privilege holder by
 - 38 the Commission or by a Participating State's Licensing Authority;
 - 39 d. Current, threatened, or reasonably anticipated litigation;
 - 40 e. Negotiation of contracts for the purchase, lease, or sale of goods, services, or
 - 41 real estate;

- 1 f. Accusing any person of a crime or formally censuring any person;
- 2 g. Trade secrets or commercial or financial information that is privileged or
- 3 confidential;
- 4 h. Information of a personal nature where disclosure would constitute a clearly
- 5 unwarranted invasion of personal privacy;
- 6 i. Investigative records compiled for law enforcement purposes;
- 7 j. Information related to any investigative reports prepared by or on behalf of or
- 8 for use of the Commission or other committee charged with responsibility of
- 9 investigation or determination of compliance issues pursuant to the Compact;
- 10 k. Legal advice;
- 11 l. Matters specifically exempted from disclosure to the public by federal or
- 12 Participating State law; and
- 13 m. Other matters as promulgated by the Commission by Rule.
- 14 5. If a meeting, or portion of a meeting, is closed, the presiding officer shall state that
- 15 the meeting will be closed and reference each relevant exempting provision, and
- 16 such reference shall be recorded in the minutes.
- 17 6. The Commission shall keep minutes that fully and clearly describe all matters
- 18 discussed in a meeting and shall provide a full and accurate summary of actions
- 19 taken, and the reasons therefore, including a description of the views expressed. All
- 20 documents considered in connection with an action shall be identified in such
- 21 minutes. All minutes and documents of a closed meeting shall remain under seal,
- 22 subject to release only by a majority vote of the Commission or order of a court of
- 23 competent jurisdiction.
- 24 E. Financing of the Commission
- 25 1. The Commission shall pay, or provide for the payment of, the reasonable expenses
- 26 of its establishment, organization, and ongoing activities.
- 27 2. The Commission may accept any and all appropriate sources of revenue, donations,
- 28 and grants of money, equipment, supplies, materials, and services.
- 29 3. The Commission may levy on and collect an annual assessment from each
- 30 Participating State and impose fees on Licensees of Participating States when a
- 31 Compact Privilege is granted, to cover the cost of the operations and activities of
- 32 the Commission and its staff, which must be in a total amount sufficient to cover its
- 33 annual budget as approved each fiscal year for which sufficient revenue is not
- 34 provided by other sources. The aggregate annual assessment amount for
- 35 Participating States shall be allocated based upon a formula that the Commission
- 36 shall promulgate by Rule.
- 37 4. The Commission shall not incur obligations of any kind prior to securing the funds
- 38 adequate to meet the same; nor shall the Commission pledge the credit of any
- 39 Participating State, except by and with the authority of the Participating State.
- 40 5. The Commission shall keep accurate accounts of all receipts and disbursements.
- 41 The receipts and disbursements of the Commission shall be subject to the financial
- 42 review and accounting procedures established under its bylaws. All receipts and

1 disbursements of funds handled by the Commission shall be subject to an annual
2 financial review by a certified or licensed public accountant, and the report of the
3 financial review shall be included in and become part of the annual report of the
4 Commission.

5 F. The Executive Board

- 6 1. The Executive Board shall have the power to act on behalf of the Commission
7 according to the terms of this Compact. The powers, duties, and responsibilities of
8 the Executive Board shall include:
- 9 a. Overseeing the day-to-day activities of the administration of the Compact
10 including compliance with the provisions of the Compact, the Commission's
11 Rules and bylaws;
 - 12 b. Recommending to the Commission changes to the Rules or bylaws, changes to
13 this Compact legislation, fees charged to Compact Participating States, fees
14 charged to Licensees, and other fees;
 - 15 c. Ensuring Compact administration services are appropriately provided,
16 including by contract;
 - 17 d. Preparing and recommending the budget;
 - 18 e. Maintaining financial records on behalf of the Commission;
 - 19 f. Monitoring Compact compliance of Participating States and providing
20 compliance reports to the Commission;
 - 21 g. Establishing additional committees as necessary;
 - 22 h. Exercising the powers and duties of the Commission during the interim between
23 Commission meetings, except for adopting or amending Rules, adopting or
24 amending bylaws, and exercising any other powers and duties expressly
25 reserved to the Commission by Rule or bylaw; and
 - 26 i. Other duties as provided in the Rules or bylaws of the Commission.
- 27 2. The Executive Board shall be composed of up to seven (7) members:
- 28 a. The Chair, Vice Chair, Secretary and Treasurer of the Commission and any
29 other members of the Commission who serve on the Executive Board shall be
30 voting members of the Executive Board; and
 - 31 b. Other than the Chair, Vice Chair, Secretary, and Treasurer, the Commission
32 may elect up to three (3) voting members from the current membership of the
33 Commission.
- 34 3. The Commission may remove any member of the Executive Board as provided in
35 the Commission's bylaws.
- 36 4. The Executive Board shall meet at least annually.
- 37 a. An Executive Board meeting at which it takes or intends to take formal action
38 on a matter shall be open to the public, except that the Executive Board may
39 meet in a closed, non-public session of a public meeting when dealing with any
40 of the matters covered under subsection D.4.

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

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

- 7 a. Meet an imminent threat to public health, safety, or welfare;
- 8 b. Prevent a loss of Commission or Participating State funds; or
- 9 c. Protect public health and safety.

10 G. Qualified Immunity, Defense, and Indemnification

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

22 2. The Commission shall defend any member, officer, executive director, employee,
23 and representative of the Commission in any civil action seeking to impose liability
24 arising out of any actual or alleged act, error, or omission that occurred within the
25 scope of Commission employment, duties, or responsibilities, or as determined by
26 the Commission that the person against whom the claim is made had a reasonable
27 basis for believing occurred within the scope of Commission employment, duties,
28 or responsibilities; provided that nothing herein shall be construed to prohibit that
29 person from retaining their own counsel at their own expense; and provided further,
30 that the actual or alleged act, error, or omission did not result from that person's
31 intentional or willful or wanton misconduct.

32 3. Notwithstanding subsection G.1 of this section, should any member, officer,
33 executive director, employee, or representative of the Commission be held liable
34 for the amount of any settlement or judgment arising out of any actual or alleged
35 act, error, or omission that occurred within the scope of that individual's
36 employment, duties, or responsibilities for the Commission, or that the person to
37 whom that individual is liable had a reasonable basis for believing occurred within
38 the scope of the individual's employment, duties, or responsibilities for the
39 Commission, the Commission shall indemnify and hold harmless such individual,
40 provided that the actual or alleged act, error, or omission did not result from the
41 intentional or willful or wanton misconduct of the individual.

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

- 1 5. Nothing in this Compact shall be interpreted to waive or otherwise abrogate a
2 Participating State's state action immunity or state action affirmative defense with
3 respect to antitrust claims under the Sherman Act, Clayton Act, or any other State
4 or federal antitrust or anticompetitive law or regulation.
- 5 6. Nothing in this Compact shall be construed to be a waiver of sovereign immunity
6 by the Participating States or by the Commission.

7 **SECTION 8. DATA SYSTEM**

- 8 A. The Commission shall provide for the development, maintenance, operation, and
9 utilization of a coordinated database and reporting system containing licensure,
10 Adverse Action, and the presence of Significant Investigative Information on all
11 Licensees and applicants for a License in Participating States.
- 12 B. Notwithstanding any other provision of State law to the contrary, a Participating State
13 shall submit a uniform data set to the Data System on all individuals to whom this
14 Compact is applicable as required by the Rules of the Commission, including:
- 15 1. Identifying information;
16 2. Licensure data;
17 3. Adverse Actions against a Licensee, License applicant or Compact Privilege and
18 information related thereto;
19 4. Non-confidential information related to Alternative Program participation, the
20 beginning and ending dates of such participation, and other information related to
21 such participation;
22 5. Any denial of an application for licensure, and the reason(s) for such denial,
23 (excluding the reporting of any criminal history record information where
24 prohibited by law);
25 6. The presence of Significant Investigative Information; and
26 7. Other information that may facilitate the administration of this Compact or the
27 protection of the public, as determined by the Rules of the Commission.
- 28 C. The records and information provided to a Participating State pursuant to this Compact
29 or through the Data System, when certified by the Commission or an agent thereof,
30 shall constitute the authenticated business records of the Commission, and shall be
31 entitled to any associated hearsay exception in any relevant judicial, quasi-judicial or
32 administrative proceedings in a Participating State.
- 33 D. Significant Investigative Information pertaining to a Licensee in any Participating State
34 will only be available to other Participating States.
- 35 E. It is the responsibility of the Participating States to monitor the database to determine
36 whether Adverse Action has been taken against a Licensee or License applicant.
37 Adverse Action information pertaining to a Licensee or License applicant in any
38 Participating State will be available to any other Participating State.
- 39 F. Participating States contributing information to the Data System may designate
40 information that may not be shared with the public without the express permission of
41 the contributing State.

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

4 **SECTION 9. RULEMAKING**

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

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

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

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

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

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

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

- 32 1. On the website of the Commission or other publicly accessible platform;
- 33 2. To persons who have requested notice of the Commission's notices of proposed
34 rulemaking, and
- 35 3. In such other way(s) as the Commission may by Rule specify.

36 H. The Notice of Proposed Rulemaking shall include:

- 37 1. The time, date, and location of the public hearing at which the Commission will
38 hear public comments on the proposed Rule and, if different, the time, date, and
39 location of the meeting where the Commission will consider and vote on the
40 proposed Rule;

- 1 2. If the hearing is held via telecommunication, video conference, or other electronic
- 2 means, the Commission shall include the mechanism for access to the hearing in
- 3 the Notice of Proposed Rulemaking;
- 4 3. The text of the proposed Rule and the reason therefor;
- 5 4. A request for comments on the proposed Rule from any interested person; and
- 6 5. The manner in which interested persons may submit written comments.
- 7 I. All hearings will be recorded. A copy of the recording and all written comments and
- 8 documents received by the Commission in response to the proposed Rule shall be
- 9 available to the public.
- 10 J. Nothing in this section shall be construed as requiring a separate hearing on each
- 11 Commission Rule. Rules may be grouped for the convenience of the Commission at
- 12 hearings required by this section.
- 13 K. The Commission shall, by majority vote of all Commissioners, take final action on the
- 14 proposed Rule based on the rulemaking record.
- 15 1. The Commission may adopt changes to the proposed Rule provided the changes do
- 16 not enlarge the original purpose of the proposed Rule.
- 17 2. The Commission shall provide an explanation of the reasons for substantive changes
- 18 made to the proposed Rule as well as reasons for substantive changes not made that
- 19 were recommended by commenters.
- 20 3. The Commission shall determine a reasonable effective date for the Rule. Except
- 21 for an emergency as provided in subsection L, the effective date of the Rule shall
- 22 be no sooner than thirty (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 Commission may consider and adopt
- 25 an emergency Rule with 24 hours' notice, with opportunity to comment, provided that
- 26 the usual rulemaking procedures provided in the Compact and in this section shall be
- 27 retroactively applied to the Rule as soon as reasonably possible, in no event later than
- 28 ninety (90) days after the effective date of the Rule. For the purposes of this provision,
- 29 an emergency Rule is one that must be adopted immediately in order to:
- 30 1. Meet an imminent threat to public health, safety, or welfare;
- 31 2. Prevent a loss of Commission or Participating State funds;
- 32 3. Meet a deadline for the promulgation of a Rule that is established by federal law or
- 33 rule; or
- 34 4. Protect public health and safety.
- 35 M. The Commission or an authorized committee of the Commission may direct revisions
- 36 to a previously adopted Rule for purposes of correcting typographical errors, errors in
- 37 format, errors in consistency, or grammatical errors. Public notice of any revisions shall
- 38 be posted on the website of the Commission. The revision shall be subject to challenge
- 39 by any person for a period of thirty (30) days after posting. The revision may be
- 40 challenged only on grounds that the revision results in a material change to a Rule. A
- 41 challenge shall be made in writing and delivered to the Commission prior to the end of
- 42 the notice period. If no challenge is made, the revision will take effect without further

1 action. If the revision is challenged, the revision may not take effect without the
2 approval of the Commission.

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

4 **SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT**

5 A. Oversight

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

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

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

21 B. Default, Technical Assistance, and Termination

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

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

30 C. If a State in default fails to cure the default, the defaulting State may be terminated
31 from the Compact upon an affirmative vote of a majority of the Commissioners, and
32 all rights, privileges and benefits conferred on that State by this Compact may be
33 terminated on the effective date of termination. A cure of the default does not relieve
34 the offending State of obligations or liabilities incurred during the period of default.

35 D. Termination of participation in the Compact shall be imposed only after all other means
36 of securing compliance have been exhausted. Notice of intent to suspend or terminate
37 shall be given by the Commission to the governor, the majority and minority leaders
38 of the defaulting State's legislature, the defaulting State's State Licensing Authority or
39 Authorities, as applicable, and each of the Participating States' State Licensing
40 Authority or Authorities, as applicable.

41 E. A State that has been terminated is responsible for all assessments, obligations, and
42 liabilities incurred through the effective date of termination, including obligations that
43 extend beyond the effective date of termination.

- 1 F. Upon the termination of a State's participation in this Compact, that State shall
2 immediately provide notice to all Licensees of the State, including Licensees of other
3 Participating States issued a Compact Privilege to practice within that State, of such
4 termination. The terminated State shall continue to recognize all Compact Privileges
5 then in effect in that State for a minimum of one hundred eighty (180) days after the
6 date of said notice of termination.
- 7 G. The Commission shall not bear any costs related to a State that is found to be in default
8 or that has been terminated from the Compact, unless agreed upon in writing between
9 the Commission and the defaulting State.
- 10 H. The defaulting State may appeal the action of the Commission by petitioning the U.S.
11 District Court for the District of Columbia or the federal district where the Commission
12 has its principal offices. The prevailing party shall be awarded all costs of such
13 litigation, including reasonable attorney's fees.
- 14 I. Dispute Resolution
- 15 1. Upon request by a Participating State, the Commission shall attempt to resolve
16 disputes related to the Compact that arise among Participating States and between
17 Participating States and non-Participating States.
- 18 2. The Commission shall promulgate a Rule providing for both mediation and binding
19 dispute resolution for disputes as appropriate.
- 20 J. Enforcement
- 21 1. The Commission, in the reasonable exercise of its discretion, shall enforce the
22 provisions of this Compact and the Commission's Rules.
- 23 2. By majority vote, the Commission may initiate legal action against a Participating
24 State in default in the United States District Court for the District of Columbia or
25 the federal district where the Commission has its principal offices to enforce
26 compliance with the provisions of the Compact and its promulgated Rules. The
27 relief sought may include both injunctive relief and damages. In the event judicial
28 enforcement is necessary, the prevailing party shall be awarded all costs of such
29 litigation, including reasonable attorney's fees. The remedies herein shall not be the
30 exclusive remedies of the Commission. The Commission may pursue any other
31 remedies available under federal or the defaulting Participating State's law.
- 32 3. A Participating State may initiate legal action against the Commission in the U.S.
33 District Court for the District of Columbia or the federal district where the
34 Commission has its principal offices to enforce compliance with the provisions of
35 the Compact and its promulgated Rules. The relief sought may include both
36 injunctive relief and damages. In the event judicial enforcement is necessary, the
37 prevailing party shall be awarded all costs of such litigation, including reasonable
38 attorney's fees.
- 39 4. No individual or entity other than a Participating State may enforce this Compact
40 against the Commission.

41 **SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT**

- 42 A. The Compact shall come into effect on the date on which the Compact statute is enacted
43 into law in the seventh Participating State.

- 1 1. On or after the effective date of the Compact, the Commission shall convene and
2 review the enactment of each of the States that enacted the Compact prior to the
3 Commission convening ("Charter Participating States") to determine if the statute
4 enacted by each such Charter Participating State is materially different than the
5 Model Compact.
 - 6 a. A Charter Participating State whose enactment is found to be materially
7 different from the Model Compact shall be entitled to the default process set
8 forth in Section 10.
 - 9 b. If any Participating State is later found to be in default, or is terminated or
10 withdraws from the Compact, the Commission shall remain in existence and
11 the Compact shall remain in effect even if the number of Participating States
12 should be less than seven (7).
- 13 2. Participating States enacting the Compact subsequent to the Charter Participating
14 States shall be subject to the process set forth in Section 7.C.23 to determine if their
15 enactments are materially different from the Model Compact and whether they
16 qualify for participation in the Compact.
- 17 3. All actions taken for the benefit of the Commission or in furtherance of the purposes
18 of the administration of the Compact prior to the effective date of the Compact or
19 the Commission coming into existence shall be considered to be actions of the
20 Commission unless specifically repudiated by the Commission.
- 21 4. Any State that joins the Compact subsequent to the Commission's initial adoption
22 of the Rules and bylaws shall be subject to the Commission's Rules and bylaws as
23 they exist on the date on which the Compact becomes law in that State. Any Rule
24 that has been previously adopted by the Commission shall have the full force and
25 effect of law on the day the Compact becomes law in that State.
- 26 B. Any Participating State may withdraw from this Compact by enacting a statute
27 repealing that State's enactment of the Compact.
 - 28 1. A Participating State's withdrawal shall not take effect until one hundred eighty
29 (180) days after enactment of the repealing statute.
 - 30 2. Withdrawal shall not affect the continuing requirement of the withdrawing State's
31 Licensing Authority or Authorities to comply with the investigative and Adverse
32 Action reporting requirements of this Compact prior to the effective date of
33 withdrawal.
 - 34 3. Upon the enactment of a statute withdrawing from this Compact, the State shall
35 immediately provide notice of such withdrawal to all Licensees within that State.
36 Notwithstanding any subsequent statutory enactment to the contrary, such
37 withdrawing State shall continue to recognize all Compact Privileges to practice
38 within that State granted pursuant to this Compact for a minimum of one hundred
39 eighty (180) days after the date of such notice of withdrawal.
- 40 C. Nothing contained in this Compact shall be construed to invalidate or prevent any
41 licensure agreement or other cooperative arrangement between a Participating State
42 and a non-Participating State that does not conflict with the provisions of this Compact.

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

4 **SECTION 12. CONSTRUCTION AND SEVERABILITY**

5 A. This Compact and the Commission’s rulemaking authority shall be liberally construed
6 so as to effectuate the purposes, and the implementation and administration of the
7 Compact. Provisions of the Compact expressly authorizing or requiring the
8 promulgation of Rules shall not be construed to limit the Commission’s rulemaking
9 authority solely for those purposes.

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

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

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

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

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

31 C. All permissible agreements between the Commission and the Participating States are
32 binding in accordance with their terms.