



Rep. Camille Y. Lilly

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1 AMENDMENT TO HOUSE BILL 2939

2 AMENDMENT NO. _____. Amend House Bill 2939 by replacing
3 everything after the enacting clause with the following:

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

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

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

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

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

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

26 E. Does not interfere with licensure requirements

1 established by a Participating State;

2 F. Facilitates the sharing of licensure and
3 disciplinary information among Participating States;

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

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

12 I. Promotes the cooperation of Participating State in
13 regulating the practice of dentistry and dental hygiene
14 within those States;

15 J. Facilitates the relocation of military members and
16 their spouses who are licensed to practice dentistry or
17 dental hygiene.

18 SECTION 2. DEFINITIONS

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

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

25 B. "Adverse Action" means disciplinary action or

1 encumbrance imposed on a License or Compact Privilege by a
2 State Licensing Authority.

3 C. "Alternative Program" means a non-disciplinary
4 monitoring or practice remediation process applicable to a
5 Dentist or Dental Hygienist approved by a State Licensing
6 Authority of a Participating State in which the Dentist or
7 Dental Hygienist is licensed. This includes, but is not
8 limited to, programs to which Licensees with substance
9 abuse or addiction issues are referred in lieu of Adverse
10 Action.

11 D. "Clinical Assessment" means examination or process,
12 required for licensure as a Dentist or Dental Hygienist as
13 applicable, that provides evidence of clinical competence
14 in dentistry or dental hygiene.

15 E. "Commissioner" means the individual appointed by a
16 Participating State to serve as the member of the
17 Commission for that Participating State.

18 F. "Compact" means this Dentist and Dental Hygienist
19 Compact.

20 G. "Compact Privilege" means the authorization granted
21 by a Remote State to allow a Licensee from a Participating
22 State to practice as a Dentist or Dental Hygienist in a
23 Remote State.

24 H. "Continuing Professional Development" means a
25 requirement, as a condition of License renewal to provide
26 evidence of successful participation in educational or

1 professional activities relevant to practice or area of
2 work.

3 I. "Criminal Background Check" means the submission of
4 fingerprints or other biometric-based information for a
5 License applicant for the purpose of obtaining that
6 applicant's criminal history record information, as
7 defined in 28 C.F.R. § 20.3(d) from the Federal Bureau of
8 Investigation and the State's criminal history record
9 repository as defined in 28 C.F.R. § 20.3(f).

10 J. "Data System" means the Commission's repository of
11 information about Licensees, including but not limited to
12 examination, licensure, investigative, Compact Privilege,
13 Adverse Action, and Alternative Program.

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

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

19 M. "Dentist and Dental Hygienist Compact Commission"
20 or "Commission" means a joint government agency
21 established by this Compact comprised of each State that
22 has enacted the Compact and a national administrative body
23 comprised of a Commissioner from each State that has
24 enacted the Compact.

25 N. "Encumbered License" means a License that a State
26 Licensing Authority has limited in any way other than

1 through an Alternative Program.

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

5 P. "Jurisprudence Requirement" means the assessment of
6 an individual's knowledge of the laws and Rules governing
7 the practice of dentistry or dental hygiene, as
8 applicable, in a State.

9 Q. "License" means current authorization by a State,
10 other than authorization pursuant to a Compact Privilege,
11 or other privilege, for an individual to practice as a
12 Dentist or Dental Hygienist in that State.

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

16 S. "Model Compact" the model for the Dentist and
17 Dental Hygienist Compact on file with the Council of State
18 Governments or other entity as designated by the
19 Commission.

20 T. "Participating State" means a State that has
21 enacted the Compact and been admitted to the Commission in
22 accordance with the provisions herein and Commission
23 Rules.

24 U. "Qualifying License" means a License that is not an
25 Encumbered License issued by a Participating State to
26 practice dentistry or dental hygiene.

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

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

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

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

26 Z. "State" means any state, commonwealth, district, or

1 territory of the United States of America that regulates
2 the practices of dentistry and dental hygiene.

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

6 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

13 3. Have a mechanism in place for receiving and
14 investigating complaints about its Licensees and License
15 applicants;

16 4. Notify the Commission, in compliance with the terms
17 of the Compact and Commission Rules, of any Adverse Action
18 or the availability of Significant Investigative
19 Information regarding a Licensee and License applicant;

20 5. Fully implement a Criminal Background Check
21 requirement, within a time frame established by Commission
22 Rule, by receiving the results of a qualifying Criminal
23 Background Check;

24 6. Comply with the Commission Rules applicable to a
25 Participating State;

1 7. Accept the National Board Examinations of the Joint
2 Commission on National Dental Examinations or another
3 examination accepted by Commission Rule as a licensure
4 examination;

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

13 9. Accept for licensure that applicants for a Dental
14 Hygienist License graduate from a dental hygiene education
15 program accredited by the Commission on Dental
16 Accreditation or another accrediting agency recognized by
17 the United States Department of Education for the
18 accreditation of dentistry and dental hygiene education
19 programs;

20 10. Require for licensure that applicants successfully
21 complete a Clinical Assessment;

22 11. Have Continuing Professional Development
23 requirements as a condition for License renewal; and

24 12. Pay a participation fee to the Commission as
25 established by Commission Rule.

26 B. Providing alternative pathways for an individual to

1 obtain an unrestricted License does not disqualify a State
2 from participating in the Compact.

3 C. When conducting a Criminal Background Check the State
4 Licensing Authority shall:

5 1. Consider that information in making a licensure
6 decision;

7 2. Maintain documentation of completion of the
8 Criminal Background Check and background check information
9 to the extent allowed by State and federal law; and

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

13 D. A Licensee of a Participating State who has a
14 Qualifying License in that State and does not hold an
15 Encumbered License in any other Participating State, shall be
16 issued a Compact Privilege in a Remote State in accordance
17 with the terms of the Compact and Commission Rules. If a Remote
18 State has a Jurisprudence Requirement a Compact Privilege will
19 not be issued to the Licensee unless the Licensee has
20 satisfied the Jurisprudence Requirement.

21 SECTION 4. COMPACT PRIVILEGE

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

24 1. Have a Qualifying License as a Dentist or Dental
25 Hygienist in a Participating State;

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

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

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

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

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

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

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

1 9. Have successfully completed a Clinical Assessment
2 for licensure;

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

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

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

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

1 C. A Licensee providing dentistry or dental hygiene in a
2 Remote State under the Compact Privilege shall function within
3 the Scope of Practice authorized by the Remote State for a
4 Dentist or Dental Hygienist licensed in that State.

5 D. A Licensee providing dentistry or dental hygiene
6 pursuant to a Compact Privilege in a Remote State is subject to
7 that State's regulatory authority. A Remote State may, in
8 accordance with due process and that State's laws, by Adverse
9 Action revoke or remove a Licensee's Compact Privilege in the
10 Remote State for a specific period of time and impose fines or
11 take any other necessary actions to protect the health and
12 safety of its citizens. If a Remote State imposes an Adverse
13 Action against a Compact Privilege that limits the Compact
14 Privilege, that Adverse Action applies to all Compact
15 Privileges in all Remote States. A Licensee whose Compact
16 Privilege in a Remote State is removed for a specified period
17 of time is not eligible for a Compact Privilege in any other
18 Remote State until the specific time for removal of the
19 Compact Privilege has passed and all encumbrance requirements
20 are satisfied.

21 E. If a License in a Participating State is an Encumbered
22 License, the Licensee shall lose the Compact Privilege in a
23 Remote State and shall not be eligible for a Compact Privilege
24 in any Remote State until the License is no longer encumbered.

25 F. Once an Encumbered License in a Participating State is
26 restored to good standing, the Licensee must meet the

1 requirements of subsection A of this section to obtain a
2 Compact Privilege in a Remote State.

3 G. If a Licensee's Compact Privilege in a Remote State is
4 removed by the Remote State, the individual shall lose or be
5 ineligible for the Compact Privilege in any Remote State until
6 the following occur:

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

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

11 H. Once the requirements of subsection G of this section
12 have been met, the Licensee must meet the requirements in
13 subsection A of this section to obtain a Compact Privilege in a
14 Remote State.

15 SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSES

16 An Active Military Member and their spouse shall not be
17 required to pay to the Commission for a Compact Privilege the
18 fee otherwise charged by the Commission. If a Remote State
19 chooses to charge a fee for a Compact Privilege, it may choose
20 to charge a reduced fee or no fee to an Active Military Member
21 and their spouse for a Compact Privilege.

22 SECTION 6. ADVERSE ACTIONS

23 A. A Participating State in which a Licensee is licensed
24 shall have exclusive authority to impose Adverse Action

1 against the Qualifying License issued by that Participating
2 State.

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

7 C. Nothing in this Compact shall override a Participating
8 State's decision that participation in an Alternative Program
9 may be used in lieu of Adverse Action and that such
10 participation shall remain non-public if required by the
11 Participating State's laws. Participating States must require
12 Licensees who enter any Alternative Program in lieu of
13 discipline to agree not to practice pursuant to a Compact
14 Privilege in any other Participating State during the term of
15 the Alternative Program without prior authorization from such
16 other Participating State.

17 D. Any Participating State in which a Licensee is applying
18 to practice or is practicing pursuant to a Compact Privilege
19 may investigate actual or alleged violations of the statutes
20 and regulations authorizing the practice of dentistry or
21 dental hygiene in any other Participating State in which the
22 Dentist or Dental Hygienist holds a License or Compact
23 Privilege.

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

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

1 2. In furtherance of its rights and responsibilities
2 under the Compact and the Commission's Rules issue
3 subpoenas for both hearings and investigations that
4 require the attendance and testimony of witnesses, and the
5 production of evidence. Subpoenas issued by a State
6 Licensing Authority in a Participating State for the
7 attendance and testimony of witnesses, or the production
8 of evidence from another Participating State, shall be
9 enforced in the latter State by any court of competent
10 jurisdiction, according to the practice and procedure of
11 that court applicable to subpoenas issued in proceedings
12 pending before it. The issuing authority shall pay any
13 witness fees, travel expenses, mileage, and other fees
14 required by the service statutes of the State where the
15 witnesses or evidence are located; and

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

20 F. Joint Investigations

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

26 2. Participating States shall share any Significant

1 Investigative Information, litigation, or compliance
2 materials in furtherance of any joint or individual
3 investigation initiated under the Compact.

4 G. Authority to Continue Investigation

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

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

15 SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION.

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

23 B. Participation, Voting, and Meetings

24 1. Each Participating State shall have and be limited
25 to one (1) Commissioner selected by that Participating

1 State's State Licensing Authority or, if the State has
2 more than one State Licensing Authority, selected
3 collectively by the State Licensing Authorities.

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

6 3. The Commission may by Rule or bylaw establish a
7 term of office for Commissioners and may by Rule or bylaw
8 establish term limits.

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

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

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

18 7. The Commission shall meet at least once during each
19 calendar year. Additional meetings may be held as set
20 forth in the bylaws. The Commission may meet by
21 telecommunication, video conference or other similar
22 electronic means.

23 C. The Commission shall have the following powers:

24 1. Establish the fiscal year of the Commission;

25 2. Establish a code of conduct and conflict of
26 interest policies;

1 3. Adopt Rules and bylaws;

2 4. Maintain its financial records in accordance with
3 the bylaws;

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

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

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

15 8. Purchase and maintain insurance and bonds;

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

19 10. Conduct an annual financial review;

20 11. Hire employees, elect or appoint officers, fix
21 compensation, define duties, grant such individuals
22 appropriate authority to carry out the purposes of the
23 Compact, and establish the Commission's personnel policies
24 and programs relating to conflicts of interest,
25 qualifications of personnel, and other related personnel
26 matters;

1 12. As set forth in the Commission Rules, charge a fee
2 to a Licensee for the grant of a Compact Privilege in a
3 Remote State and thereafter, as may be established by
4 Commission Rule, charge the Licensee a Compact Privilege
5 renewal fee for each renewal period in which that Licensee
6 exercises or intends to exercise the Compact Privilege in
7 that Remote State. Nothing herein shall be construed to
8 prevent a Remote State from charging a Licensee a fee for a
9 Compact Privilege or renewals of a Compact Privilege, or a
10 fee for the Jurisprudence Requirement if the Remote State
11 imposes such a requirement for the grant of a Compact
12 Privilege;

13 13. Accept any and all appropriate gifts, donations,
14 grants of money, other sources of revenue, equipment,
15 supplies, materials, and services, and receive, utilize,
16 and dispose of the same; provided that at all times the
17 Commission shall avoid any appearance of impropriety
18 and/or conflict of interest;

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

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

25 16. Establish a budget and make expenditures;

26 17. Borrow money;

1 18. Appoint committees, including standing committees,
2 which may be composed of members, State regulators, State
3 legislators or their representatives, and consumer
4 representatives, and such other interested persons as may
5 be designated in this Compact and the bylaws;

6 19. Provide and receive information from, and
7 cooperate with, law enforcement agencies;

8 20. Elect a Chair, Vice Chair, Secretary and Treasurer
9 and such other officers of the Commission as provided in
10 the Commission's bylaws;

11 21. Establish and elect an Executive Board;

12 22. Adopt and provide to the Participating States an
13 annual report;

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

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

20 D. Meetings of the Commission

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

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

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

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

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

18 a. Non-compliance of a Participating State with
19 its obligations under the Compact;

20 b. The employment, compensation, discipline or
21 other matters, practices or procedures related to
22 specific employees or other matters related to the
23 Commission's internal personnel practices and
24 procedures;

25 c. Current or threatened discipline of a Licensee
26 or Compact Privilege holder by the Commission or by a

1 Participating State's Licensing Authority;

2 d. Current, threatened, or reasonably anticipated
3 litigation;

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

6 f. Accusing any person of a crime or formally
7 censuring any person;

8 g. Trade secrets or commercial or financial
9 information that is privileged or confidential;

10 h. Information of a personal nature where
11 disclosure would constitute a clearly unwarranted
12 invasion of personal privacy;

13 i. Investigative records compiled for law
14 enforcement purposes;

15 j. Information related to any investigative
16 reports prepared by or on behalf of or for use of the
17 Commission or other committee charged with
18 responsibility of investigation or determination of
19 compliance issues pursuant to the Compact;

20 k. Legal advice;

21 l. Matters specifically exempted from disclosure
22 to the public by federal or Participating State law;
23 and

24 m. Other matters as promulgated by the Commission
25 by Rule.

26 5. If a meeting, or portion of a meeting, is closed,

1 the presiding officer shall state that the meeting will be
2 closed and reference each relevant exempting provision,
3 and such reference shall be recorded in the minutes.

4 6. The Commission shall keep minutes that fully and
5 clearly describe all matters discussed in a meeting and
6 shall provide a full and accurate summary of actions
7 taken, and the reasons therefore, including a description
8 of the views expressed. All documents considered in
9 connection with an action shall be identified in such
10 minutes. All minutes and documents of a closed meeting
11 shall remain under seal, subject to release only by a
12 majority vote of the Commission or order of a court of
13 competent jurisdiction.

14 E. Financing of the Commission

15 1. The Commission shall pay, or provide for the
16 payment of, the reasonable expenses of its establishment,
17 organization, and ongoing activities.

18 2. The Commission may accept any and all appropriate
19 sources of revenue, donations, and grants of money,
20 equipment, supplies, materials, and services.

21 3. The Commission may levy on and collect an annual
22 assessment from each Participating State and impose fees
23 on Licensees of Participating States when a Compact
24 Privilege is granted, to cover the cost of the operations
25 and activities of the Commission and its staff, which must
26 be in a total amount sufficient to cover its annual budget

1 as approved each fiscal year for which sufficient revenue
2 is not provided by other sources. The aggregate annual
3 assessment amount for Participating States shall be
4 allocated based upon a formula that the Commission shall
5 promulgate by Rule.

6 4. The Commission shall not incur obligations of any
7 kind prior to securing the funds adequate to meet the
8 same; nor shall the Commission pledge the credit of any
9 Participating State, except by and with the authority of
10 the Participating State.

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

20 F. The Executive Board

21 1. The Executive Board shall have the power to act on
22 behalf of the Commission according to the terms of this
23 Compact. The powers, duties, and responsibilities of the
24 Executive Board shall include:

25 a. Overseeing the day-to-day activities of the
26 administration of the Compact including compliance

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

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

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

9 d. Preparing and recommending the budget;

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

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

15 g. Establishing additional committees as
16 necessary;

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

23 i. Other duties as provided in the Rules or bylaws
24 of the Commission.

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

1 a. The Chair, Vice Chair, Secretary and Treasurer
2 of the Commission and any other members of the
3 Commission who serve on the Executive Board shall be
4 voting members of the Executive Board; and

5 b. Other than the Chair, Vice Chair, Secretary,
6 and Treasurer, the Commission may elect up to three
7 (3) voting members from the current membership of the
8 Commission.

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

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

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

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

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

26 a. Meet an imminent threat to public health,

1 safety, or welfare;

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

4 c. Protect public health and safety.

5 G. Qualified Immunity, Defense, and Indemnification

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

23 2. The Commission shall defend any member, officer,
24 executive director, employee, and representative of the
25 Commission in any civil action seeking to impose liability
26 arising out of any actual or alleged act, error, or

1 omission that occurred within the scope of Commission
2 employment, duties, or responsibilities, or as determined
3 by the Commission that the person against whom the claim
4 is made had a reasonable basis for believing occurred
5 within the scope of Commission employment, duties, or
6 responsibilities; provided that nothing herein shall be
7 construed to prohibit that person from retaining their own
8 counsel at their own expense; and provided further, that
9 the actual or alleged act, error, or omission did not
10 result from that person's intentional or willful or wanton
11 misconduct.

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

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

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

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

14 SECTION 8. DATA SYSTEM

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

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

- 1 1. Identifying information;
- 2 2. Licensure data;
- 3 3. Adverse Actions against a Licensee, License
- 4 applicant or Compact Privilege and information related
- 5 thereto;
- 6 4. Non-confidential information related to Alternative
- 7 Program participation, the beginning and ending dates of
- 8 such participation, and other information related to such
- 9 participation;
- 10 5. Any denial of an application for licensure, and the
- 11 reason(s) for such denial, (excluding the reporting of any
- 12 criminal history record information where prohibited by
- 13 law);
- 14 6. The presence of Significant Investigative
- 15 Information; and
- 16 7. Other information that may facilitate the
- 17 administration of this Compact or the protection of the
- 18 public, as determined by the Rules of the Commission.
- 19 C. The records and information provided to a Participating
- 20 State pursuant to this Compact or through the Data System,
- 21 when certified by the Commission or an agent thereof, shall
- 22 constitute the authenticated business records of the
- 23 Commission, and shall be entitled to any associated hearsay
- 24 exception in any relevant judicial, quasi-judicial or
- 25 administrative proceedings in a Participating State.
- 26 D. Significant Investigative Information pertaining to a

1 Licensee in any Participating State will only be available to
2 other Participating States.

3 E. It is the responsibility of the Participating States to
4 monitor the database to determine whether Adverse Action has
5 been taken against a Licensee or License applicant. Adverse
6 Action information pertaining to a Licensee or License
7 applicant in any Participating State will be available to any
8 other Participating State.

9 F. Participating States contributing information to the
10 Data System may designate information that may not be shared
11 with the public without the express permission of the
12 contributing State.

13 G. Any information submitted to the Data System that is
14 subsequently expunged pursuant to federal law or the laws of
15 the Participating State contributing the information shall be
16 removed from the Data System.

17 SECTION 9. RULEMAKING

18 A. The Commission shall promulgate reasonable Rules in
19 order to effectively and efficiently implement and administer
20 the purposes and provisions of the Compact. A Commission Rule
21 shall be invalid and have no force or effect only if a court of
22 competent jurisdiction holds that the Rule is invalid because
23 the Commission exercised its rulemaking authority in a manner
24 that is beyond the scope and purposes of the Compact, or the
25 powers granted hereunder, or based upon another applicable

1 standard of review.

2 B. The Rules of the Commission shall have the force of law
3 in each Participating State, provided however that where the
4 Rules of the Commission conflict with the laws of the
5 Participating State that establish the Participating State's
6 Scope of Practice as held by a court of competent
7 jurisdiction, the Rules of the Commission shall be ineffective
8 in that State to the extent of the conflict.

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

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

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

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

25 G. Prior to adoption of a proposed Rule by the Commission,
26 and at least thirty (30) days in advance of the meeting at

1 which the Commission will hold a public hearing on the
2 proposed Rule, the Commission shall provide a Notice of
3 Proposed Rulemaking:

4 1. On the website of the Commission or other publicly
5 accessible platform;

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

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

10 H. The Notice of Proposed Rulemaking shall include:

11 1. The time, date, and location of the public hearing
12 at which the Commission will hear public comments on the
13 proposed Rule and, if different, the time, date, and
14 location of the meeting where the Commission will consider
15 and vote on the proposed Rule;

16 2. If the hearing is held via telecommunication, video
17 conference, or other electronic means, the Commission
18 shall include the mechanism for access to the hearing in
19 the Notice of Proposed Rulemaking;

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

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

24 5. The manner in which interested persons may submit
25 written comments.

26 I. All hearings will be recorded. A copy of the recording

1 and all written comments and documents received by the
2 Commission in response to the proposed Rule shall be available
3 to the public.

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

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

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

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

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

24 L. Upon determination that an emergency exists, the
25 Commission may consider and adopt an emergency Rule with 24
26 hours' notice, with opportunity to comment, provided that the

1 usual rulemaking procedures provided in the Compact and in
2 this section shall be retroactively applied to the Rule as
3 soon as reasonably possible, in no event later than ninety
4 (90) days after the effective date of the Rule. For the
5 purposes of this provision, an emergency Rule is one that must
6 be adopted immediately in order to:

7 1. Meet an imminent threat to public health, safety,
8 or welfare;

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

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

13 4. Protect public health and safety.

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

1 approval of the Commission.

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

4 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

5 A. Oversight

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

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

20 3. The Commission shall be entitled to receive service
21 of process in any proceeding regarding the enforcement or
22 interpretation of the Compact or Commission Rule and shall
23 have standing to intervene in such a proceeding for all
24 purposes. Failure to provide the Commission service of
25 process shall render a judgment or order void as to the

1 Commission, this Compact, or promulgated Rules.

2 B. Default, Technical Assistance, and Termination

3 1. If the Commission determines that a Participating
4 State has defaulted in the performance of its obligations
5 or responsibilities under this Compact or the promulgated
6 Rules, the Commission shall provide written notice to the
7 defaulting State. The notice of default shall describe the
8 default, the proposed means of curing the default, and any
9 other action that the Commission may take, and shall offer
10 training and specific technical assistance regarding the
11 default.

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

14 C. If a State in default fails to cure the default, the
15 defaulting State may be terminated from the Compact upon an
16 affirmative vote of a majority of the Commissioners, and all
17 rights, privileges and benefits conferred on that State by
18 this Compact may be terminated on the effective date of
19 termination. A cure of the default does not relieve the
20 offending State of obligations or liabilities incurred during
21 the period of default.

22 D. Termination of participation in the Compact shall be
23 imposed only after all other means of securing compliance have
24 been exhausted. Notice of intent to suspend or terminate shall
25 be given by the Commission to the governor, the majority and
26 minority leaders of the defaulting State's legislature, the

1 defaulting State's State Licensing Authority or Authorities,
2 as applicable, and each of the Participating States' State
3 Licensing Authority or Authorities, as applicable.

4 E. A State that has been terminated is responsible for all
5 assessments, obligations, and liabilities incurred through the
6 effective date of termination, including obligations that
7 extend beyond the effective date of termination.

8 F. Upon the termination of a State's participation in this
9 Compact, that State shall immediately provide notice to all
10 Licensees of the State, including Licensees of other
11 Participating States issued a Compact Privilege to practice
12 within that State, of such termination. The terminated State
13 shall continue to recognize all Compact Privileges then in
14 effect in that State for a minimum of one hundred eighty (180)
15 days after the date of said notice of termination.

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

20 H. The defaulting State may appeal the action of the
21 Commission by petitioning the U.S. District Court for the
22 District of Columbia or the federal district where the
23 Commission has its principal offices. The prevailing party
24 shall be awarded all costs of such litigation, including
25 reasonable attorney's fees.

26 I. Dispute Resolution

1 1. Upon request by a Participating State, the
2 Commission shall attempt to resolve disputes related to
3 the Compact that arise among Participating States and
4 between Participating States and non-Participating States.

5 2. The Commission shall promulgate a Rule providing
6 for both mediation and binding dispute resolution for
7 disputes as appropriate.

8 J. Enforcement

9 1. The Commission, in the reasonable exercise of its
10 discretion, shall enforce the provisions of this Compact
11 and the Commission's Rules.

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

26 3. A Participating State may initiate legal action

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

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

11 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

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

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

1 b. If any Participating State is later found to be
2 in default, or is terminated or withdraws from the
3 Compact, the Commission shall remain in existence and
4 the Compact shall remain in effect even if the number
5 of Participating States should be less than seven (7).

6 2. Participating States enacting the Compact
7 subsequent to the Charter Participating States shall be
8 subject to the process set forth in Section 7.C.23 to
9 determine if their enactments are materially different
10 from the Model Compact and whether they qualify for
11 participation in the Compact.

12 3. All actions taken for the benefit of the Commission
13 or in furtherance of the purposes of the administration of
14 the Compact prior to the effective date of the Compact or
15 the Commission coming into existence shall be considered
16 to be actions of the Commission unless specifically
17 repudiated by the Commission.

18 4. Any State that joins the Compact subsequent to the
19 Commission's initial adoption of the Rules and bylaws
20 shall be subject to the Commission's Rules and bylaws as
21 they exist on the date on which the Compact becomes law in
22 that State. Any Rule that has been previously adopted by
23 the Commission shall have the full force and effect of law
24 on the day the Compact becomes law in that State.

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

1 Compact.

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

5 2. Withdrawal shall not affect the continuing
6 requirement of the withdrawing State's Licensing Authority
7 or Authorities to comply with the investigative and
8 Adverse Action reporting requirements of this Compact
9 prior to the effective date of withdrawal.

10 3. Upon the enactment of a statute withdrawing from
11 this Compact, the State shall immediately provide notice
12 of such withdrawal to all Licensees within that State.
13 Notwithstanding any subsequent statutory enactment to the
14 contrary, such withdrawing State shall continue to
15 recognize all Compact Privileges to practice within that
16 State granted pursuant to this Compact for a minimum of
17 one hundred eighty (180) days after the date of such
18 notice of withdrawal.

19 C. Nothing contained in this Compact shall be construed to
20 invalidate or prevent any licensure agreement or other
21 cooperative arrangement between a Participating State and a
22 non-Participating State that does not conflict with the
23 provisions of this Compact.

24 D. This Compact may be amended by the Participating
25 States. No amendment to this Compact shall become effective
26 and binding upon any Participating State until it is enacted

1 into the laws of all Participating States.

2 SECTION 12. CONSTRUCTION AND SEVERABILITY

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

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

19 C. Notwithstanding subsection B of this section, the
20 Commission may deny a State's participation in the Compact or,
21 in accordance with the requirements of Section 10.B, terminate
22 a Participating State's participation in the Compact, if it
23 determines that a constitutional requirement of a
24 Participating State is a material departure from the Compact.
25 Otherwise, if this Compact shall be held to be contrary to the

1 constitution of any Participating State, the Compact shall
2 remain in full force and effect as to the remaining
3 Participating States and in full force and effect as to the
4 Participating State affected as to all severable matters.

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

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

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

13 C. All permissible agreements between the Commission and
14 the Participating States are binding in accordance with their
15 terms.".