

1 State of Arkansas  
2 95th General Assembly  
3 Regular Session, 2025  
4

As Engrossed: H3/12/25

# A Bill

SENATE BILL 111

5 By: Senator K. Hammer  
6 By: Representative L. Johnson  
7

## For An Act To Be Entitled

9 AN ACT TO ESTABLISH THE DENTIST AND DENTAL HYGIENIST  
10 COMPACT; AND FOR OTHER PURPOSES.  
11

### Subtitle

12  
13 TO ESTABLISH THE DENTIST AND DENTAL  
14 HYGIENIST COMPACT.  
15  
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17 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:  
18

19 SECTION 1. Arkansas Code Title 17, Chapter 82, is amended to add an  
20 additional subchapter to read as follows:

#### Subchapter 9 – Dentist and Dental Hygienist Compact

21  
22 17-82-901. Text of compact.

23 The Dentist and Dental Hygienist Compact is enacted into law and  
24 entered into by this state with all states legally joining therein and in the  
25 form substantially as follows:  
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#### DENTIST AND DENTAL HYGIENIST COMPACT

##### SECTION 1. TITLE AND PURPOSE

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30 This statute shall be known and cited as the Dentist and Dental  
31 Hygienist Compact. The purposes of this Compact are to facilitate the  
32 interstate practice of dentistry and dental hygiene and improve public access  
33 to dentistry and dental hygiene services by providing Dentists and Dental  
34 Hygienists licensed in a Participating State the ability to practice in  
35 Participating States in which they are not licensed. The Compact does this by  
36



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

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

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

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

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

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

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

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

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

30 I. Promotes the cooperation of Participating States in regulating the  
31 practice of dentistry and dental hygiene within those States;

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

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35 SECTION 2. DEFINITIONS

36 As used in this Compact, unless the context requires otherwise, the

1 following definitions shall apply:

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

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

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

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

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

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

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

22 H. "Continuing Professional Development" means a requirement, as a  
23 condition of License renewal to provide evidence of successful participation  
24 in educational or professional activities relevant to practice or area of  
25 work.

26 I. "Criminal Background Check" means the submission of fingerprints or  
27 other biometric-based information for a License applicant for the purpose of  
28 obtaining that applicant's criminal history record information, as defined in  
29 28 C.F.R. § 20.3(d) from the Federal Bureau of Investigation and the State's  
30 criminal history record repository as defined in 28 C.F.R. § 20.3(f).

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

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

36 L. "Dentist" means an individual who is licensed by a State Licensing

1 Authority to practice dentistry.

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

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

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

11 P. “Jurisprudence Requirement” means the assessment of an individual’s  
12 knowledge of the laws and Rules governing the practice of dentistry or dental  
13 hygiene, as applicable, in a State.

14 Q. “License” means current authorization by a State, other than  
15 authorization pursuant to a Compact Privilege, or other privilege, for an  
16 individual to practice as a Dentist or Dental Hygienist in that State.

17 R. “Licensee” means an individual who holds an unrestricted License  
18 from a Participating State to practice as a Dentist or Dental Hygienist in  
19 that State.

20 S. “Model Compact” means the model for the Dentist and Dental  
21 Hygienist Compact on file with the Council of State Governments or other  
22 entity as designated by the Commission.

23 T. “Participating State” means a State that has enacted the Compact  
24 and been admitted to the Commission in accordance with the provisions herein  
25 and Commission Rules.

26 U. “Qualifying License” means a License that is not an Encumbered  
27 License issued by a Participating State to practice dentistry or dental  
28 hygiene.

29 V. “Remote State” means a Participating State where a Licensee who is  
30 not licensed as a Dentist or Dental Hygienist is exercising or seeking to  
31 exercise the Compact Privilege.

32 W. “Rule” means a regulation promulgated by an entity that has the  
33 force of law.

34 X. “Scope of Practice” means the procedures, actions, and processes a  
35 Dentist or Dental Hygienist licensed in a State is permitted to undertake in  
36 that State and the circumstances under which the Licensee is permitted to

1 undertake those procedures, actions and processes. Such procedures, actions  
2 and processes and the circumstances under which they may be undertaken may be  
3 established through means, including, but not limited to, statute,  
4 regulations, case law, and other processes available to the State Licensing  
5 Authority or other government agency.

6 Y. “Significant Investigative Information” means information, records,  
7 and documents received or generated by a State Licensing Authority pursuant  
8 to an investigation for which a determination has been made that there is  
9 probable cause to believe that the Licensee has violated a statute or  
10 regulation that is considered more than a minor infraction for which the  
11 State Licensing Authority could pursue Adverse Action against the Licensee.

12 Z. “State” means any state, commonwealth, district, or territory of  
13 the United States of America that regulates the practices of dentistry and  
14 dental hygiene.

15 AA. “State Licensing Authority” means an agency or other entity of a  
16 State that is responsible for the licensing and regulation of Dentists or  
17 Dental Hygienists.

### 18 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

23 2. Participate fully in the Commission’s Data System;

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

26 4. Notify the Commission, in compliance with the terms of the  
27 Compact and Commission Rules, of any Adverse Action or the availability of  
28 Significant Investigative Information regarding a Licensee and License  
29 applicant;

30 5. Fully implement a Criminal Background Check requirement,  
31 within a time frame established by Commission Rule, by receiving the results  
32 of a qualifying Criminal Background Check;

33 6. Comply with the Commission Rules applicable to a  
34 Participating State;

35 7. Accept the National Board Examinations of the Joint  
36

1 Commission on National Dental Examinations or another examination accepted by  
2 Commission Rule as a licensure examination;

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

9 9. Accept for licensure those applicants for a Dental Hygienist  
10 License who have graduated from a dental hygiene education program accredited  
11 by the Commission on Dental Accreditation or another accrediting agency  
12 recognized by the United States Department of Education for the accreditation  
13 of dentistry and dental hygiene education programs;

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

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

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

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

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

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

26 2. Maintain documentation of completion of the Criminal  
27 Background Check and background check information to the extent allowed by  
28 State and federal law; and

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

32 D. A Licensee of a Participating State who has a Qualifying License in  
33 that State and does not hold an Encumbered License in any other Participating  
34 State, shall be issued a Compact Privilege in a Remote State in accordance  
35 with the terms of the Compact and Commission Rules. If a Remote State has a  
36 Jurisprudence Requirement a Compact Privilege will not be issued to the

1 Licensee unless the Licensee has satisfied the Jurisprudence Requirement.

2  
3 SECTION 4. COMPACT PRIVILEGE

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

6 1. Have a Qualifying License as a Dentist or Dental Hygienist in  
7 a Participating State;

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

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

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

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

16 6. Have passed a National Board Examination of the Joint  
17 Commission on National Dental Examinations or another examination accepted by  
18 Commission Rule;

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

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

30 9. Have successfully completed a Clinical Assessment for  
31 licensure;

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

35 11. Report to the Commission when applying for a Compact  
36 Privilege the address of the Licensee's primary residence and thereafter

1 immediately report to the Commission any change in the address of the  
2 Licensee's primary residence; and

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

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

16 C. A Licensee providing dentistry or dental hygiene in a Remote State  
17 under the Compact Privilege shall function within the Scope of Practice  
18 authorized by the Remote State for a Dentist or Dental Hygienist licensed in  
19 that State.

20 D. A Licensee providing dentistry or dental hygiene pursuant to a  
21 Compact Privilege in a Remote State is subject to that State's regulatory  
22 authority. A Remote State may, in accordance with due process and that  
23 State's laws, by Adverse Action revoke or remove a Licensee's Compact  
24 Privilege in the Remote State for a specific period of time and impose fines  
25 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  
27 Privilege that limits the Compact Privilege, that Adverse Action applies to  
28 all Compact Privileges in all Remote States. A Licensee whose Compact  
29 Privilege in a Remote State is removed for a specified period of time is not  
30 eligible for a Compact Privilege in any other Remote State until the specific  
31 time for removal of the Compact Privilege has passed and all encumbrance  
32 requirements are satisfied.

33 E. If a License in a Participating State is an Encumbered License, the  
34 Licensee shall lose the Compact Privilege in a Remote State and shall not be  
35 eligible for a Compact Privilege in any Remote State until the License is no  
36 longer encumbered.



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

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

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

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

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

#### 14 SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSES

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

#### 20 SECTION 6. ADVERSE ACTIONS

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

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

29 C. Nothing in this Compact shall override a Participating State's  
30 decision that participation in an Alternative Program may be used in lieu of  
31 Adverse Action and that such participation shall remain non-public if  
32 required by the Participating State's laws. Participating States must require  
33 Licensees who enter any Alternative Program in lieu of discipline to agree  
34 not to practice pursuant to a Compact Privilege in any other Participating  
35 State during the term of the Alternative Program without prior authorization  
36 from such other Participating State.

1 D. Any Participating State in which a Licensee is applying to practice  
2 or is practicing pursuant to a Compact Privilege may investigate actual or  
3 alleged violations of the statutes and regulations authorizing the practice  
4 of dentistry or dental hygiene in any other Participating State in which the  
5 Dentist or Dental Hygienist holds a License or Compact Privilege.

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

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

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

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

24 F. Joint Investigations

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

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

32 G. Authority to Continue Investigation

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

36 2. If the investigation yields what would be Significant

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

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6 SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION.

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

13 B. Participation, Voting, and Meetings

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

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

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

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

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

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

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

34 C. The Commission shall have the following powers:

35 1. Establish the fiscal year of the Commission;

36 2. Establish a code of conduct and conflict of interest

1 policies;

2 3. Adopt Rules and bylaws;

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

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

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

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

12 8. Purchase and maintain insurance and bonds;

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

15 10. Conduct an annual financial review;

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

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

30 13. Accept any and all appropriate gifts, donations, grants of  
31 money, other sources of revenue, equipment, supplies, materials, and  
32 services, and receive, utilize, and dispose of the same; provided that at all  
33 times the Commission shall avoid any appearance of impropriety and/or  
34 conflict of interest;

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

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

3           16. Establish a budget and make expenditures;

4           17. Borrow money;

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

9           19. Provide and receive information from, and cooperate with,  
10 law enforcement agencies;

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

13           21. Establish and elect an Executive Board;

14           22. Adopt and provide to the Participating States an annual  
15 report;

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

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

21           D. Meetings of the Commission

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

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

33           3. Notice of all Commission meetings shall provide the time,  
34 date, and location of the meeting, and if the meeting is to be held or  
35 accessible via telecommunication, video conference, or other electronic  
36 means, the notice shall include the mechanism for access to the meeting

1 through such means.

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

4 a. Non-compliance of a Participating State with its  
5 obligations under the Compact;

6 b. The employment, compensation, discipline or other  
7 matters, practices or procedures related to specific employees or other  
8 matters related to the Commission's internal personnel practices and  
9 procedures;

10 c. Current or threatened discipline of a Licensee or  
11 Compact Privilege holder by the Commission or by a Participating State's  
12 State Licensing Authority;

13 d. Current, threatened, or reasonably anticipated  
14 litigation;

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

17 f. Accusing any person of a crime or formally censuring  
18 any person;

19 g. Trade secrets or commercial or financial information  
20 that is privileged or confidential;

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

23 i. Investigative records compiled for law enforcement  
24 purposes;

25 j. Information related to any investigative reports  
26 prepared by or on behalf of or for use of the Commission or other committee  
27 charged with responsibility of investigation or determination of compliance  
28 issues pursuant to the Compact;

29 k. Legal advice;

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

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

33 5. If a meeting, or portion of a meeting, is closed, the  
34 presiding officer shall state that the meeting will be closed and reference  
35 each relevant exempting provision, and such reference shall be recorded in  
36 the minutes.

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

9           E. Financing of the Commission

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

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

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

24           4. The Commission shall not incur obligations of any kind prior  
25 to securing the funds adequate to meet the same; nor shall the Commission  
26 pledge the credit of any Participating State, except by and with the  
27 authority of the Participating State.

28           5. The Commission shall keep accurate accounts of all receipts  
29 and disbursements. The receipts and disbursements of the Commission shall be  
30 subject to the financial review and accounting procedures established under  
31 its bylaws. All receipts and disbursements of funds handled by the Commission  
32 shall be subject to an annual financial review by a certified or licensed  
33 public accountant, and the report of the financial review shall be included  
34 in and become part of the annual report of the Commission.

35           F. The Executive Board

36           1. The Executive Board shall have the power to act on behalf of

1 the Commission according to the terms of this Compact. The powers, duties,  
2 and responsibilities of the Executive Board shall include:

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

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

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

11 d. Preparing and recommending the budget;

12 e. Maintaining financial records on behalf of the  
13 Commission;

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

16 g. Establishing additional committees as necessary;

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

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

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

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

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

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

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

34 a. An Executive Board meeting at which it takes or intends  
35 to take formal action on a matter shall be open to the public, except that  
36 the Executive Board may meet in a closed, non-public session of a public



1 meeting when dealing with any of the matters covered under subsection D.4.

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

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

8 a. Meet an imminent threat to public health, safety, or  
9 welfare;

10 b. Prevent a loss of Commission or Participating State  
11 funds; or

12 c. Protect public health and safety.

13 G. Qualified Immunity, Defense, and Indemnification

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

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

1 person's intentional or willful or wanton misconduct.

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

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

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

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

#### 23

24 SECTION 8. DATA SYSTEM

25 A. The Commission shall provide for the development, maintenance,  
26 operation, and utilization of a coordinated database and reporting system  
27 containing licensure, Adverse Action, and the presence of Significant  
28 Investigative Information on all Licensees and applicants for a License in  
29 Participating States.

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

34 1. Identifying information;

35 2. Licensure data;

36 3. Adverse Actions against a Licensee, License applicant or

1 Compact Privilege and information related thereto;

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

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

8 6. The presence of Significant Investigative Information; and

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

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

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

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

25 F. Participating States contributing information to the Data System  
26 may designate information that may not be shared with the public without the  
27 express permission of the contributing State.

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

31  
32 SECTION 9. RULEMAKING

33 A. The Commission shall promulgate reasonable Rules in order to  
34 effectively and efficiently implement and administer the purposes and  
35 provisions of the Compact. A Commission Rule shall be invalid and have no  
36 force or effect only if a court of competent jurisdiction holds that the Rule

1 is invalid because the Commission exercised its rulemaking authority in a  
2 manner that is beyond the scope and purposes of the Compact, or the powers  
3 granted hereunder, or based upon another applicable standard of review.

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

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

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

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

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

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

29 1. On the website of the Commission or other publicly accessible  
30 platform;

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

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

34 H. The Notice of Proposed Rulemaking shall include:

35 1. The time, date, and location of the public hearing at which  
36 the Commission will hear public comments on the proposed Rule and, if

1 different, the time, date, and location of the meeting where the Commission  
2 will consider and vote on the proposed Rule;

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

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

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

9 5. The manner in which interested persons may submit written  
10 comments.

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

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

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

19 1. The Commission may adopt changes to the proposed Rule  
20 provided the changes do not enlarge the original purpose of the proposed  
21 Rule.

22 2. The Commission shall provide an explanation of the reasons  
23 for substantive changes made to the proposed Rule as well as reasons for  
24 substantive changes not made that were recommended by commenters.

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

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

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

- 1 2. Prevent a loss of Commission or Participating State funds;
- 2 3. Meet a deadline for the promulgation of a Rule that is
- 3 established by federal law or rule; or
- 4 4. Protect public health and safety.

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

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

## 18 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

### 19 A. Oversight

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

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

31 3. The Commission shall be entitled to receive service of  
32 process in any proceeding regarding the enforcement or interpretation of the  
33 Compact or Commission Rule and shall have standing to intervene in such a  
34 proceeding for all purposes. Failure to provide the Commission service of  
35 process shall render a judgment or order void as to the Commission, this  
36

1 Compact, or promulgated Rules.

2 B. Default, Technical Assistance, and Termination

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

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

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

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

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

29 F. Upon the termination of a State's participation in this Compact,  
30 that State shall immediately provide notice to all Licensees of the State,  
31 including Licensees of other Participating States issued a Compact Privilege  
32 to practice within that State, of such termination. The terminated State  
33 shall continue to recognize all Compact Privileges then in effect in that  
34 State for a minimum of one hundred eighty (180) days after the date of said  
35 notice of termination.

36 G. The Commission shall not bear any costs related to a State that is

1 found to be in default or that has been terminated from the Compact, unless  
2 agreed upon in writing between the Commission and the defaulting State.

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

8 I. Dispute Resolution

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

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

15 J. Enforcement

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

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

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

36 4. No individual or entity other than a Participating State may



1 enforce this Compact against the Commission.

2  
3 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

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

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

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

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

22 3. All actions taken for the benefit of the Commission or in  
23 furtherance of the purposes of the administration of the Compact prior to the  
24 effective date of the Compact or the Commission coming into existence shall  
25 be considered to be actions of the Commission unless specifically repudiated  
26 by the Commission.

27 4. Any State that joins the Compact subsequent to the  
28 Commission's initial adoption of the Rules and bylaws shall be subject to the  
29 Commission's Rules and bylaws as they exist on the date on which the Compact  
30 becomes law in that State. Any Rule that has been previously adopted by the  
31 Commission shall have the full force and effect of law on the day the Compact  
32 becomes law in that State.

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

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

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

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

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

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

20  
21           SECTION 12. CONSTRUCTION AND SEVERABILITY

22           A. This Compact and the Commission's rulemaking authority shall be  
23 liberally construed so as to effectuate the purposes, and the implementation  
24 and administration of the Compact. Provisions of the Compact expressly  
25 authorizing or requiring the promulgation of Rules shall not be construed to  
26 limit the Commission's rulemaking authority solely for those purposes.

27           B. The provisions of this Compact shall be severable and if any  
28 phrase, clause, sentence or provision of this Compact is held by a court of  
29 competent jurisdiction to be contrary to the constitution of any  
30 Participating State, a State seeking participation in the Compact, or of the  
31 United States, or the applicability thereof to any government, agency, person  
32 or circumstance is held to be unconstitutional by a court of competent  
33 jurisdiction, the validity of the remainder of this Compact and the  
34 applicability thereof to any other government, agency, person or circumstance  
35 shall not be affected thereby.

36           C. Notwithstanding subsection B of this section, the Commission may

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

9  
10 SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS

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

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

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

18  
19 17-82-902. Administration of compact – Rules.

20 (a) The Arkansas State Board of Dental Examiners is the Dentist and  
21 Dental Hygienist Compact administrator for this state.

22 (b)(1) The board shall promulgate rules necessary to implement this  
23 subchapter.

24 (2) Rules promulgated by the board under subdivision (b)(1) of  
25 this section shall be consistent with the Dentist and Dental Hygienist  
26 Compact necessary to implement this subchapter.

27 (c) The board is not required to adopt the rules of the Dentist and  
28 Dental Hygienist Compact Commission for those rules to be effective in this  
29 state.

30 (d) For the purposes of the member state's ability to reject a rule  
31 under Section 9(D) of the Dentist and Dental Hygienist Compact, Arkansas  
32 delegates its authority in this provision to the General Assembly or the  
33 Legislative Council.

34  
35 SECTION 2. DO NOT CODIFY. Initial rules.

36 (a) The Arkansas State Board of Dental Examiners shall promulgate

1 rules necessary to implement this act.

2 (b) When adopting the initial rules to implement this act, the final  
3 rules shall be filed with the Secretary of State for adoption under § 25-15-  
4 204(f):

5 (1) On or before January 1, 2026; or

6 (2) If approval under § 10-3-309 has not occurred by January 1,  
7 2026, as soon as practicable after approval under § 10-3-309.

8 (c) The board shall file the proposed rule with the Legislative  
9 Council under § 10-3-309(c) sufficiently in advance of January 1, 2026, so  
10 that the Legislative Council may consider the rule for approval before  
11 January 1, 2026.

12  
13 */s/K. Hammer*

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16 **APPROVED: 3/25/25**

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