

2
3 State of Arkansas
4 94th General Assembly

A Bill

JMB/JMB
SENATE BILL

5
6
7 By: Senator B. King

8
9 Filed with: Senate Committee on Public Health, Welfare, and Labor
10 pursuant to A.C.A. §10-3-217.

For An Act To Be Entitled

11 AN ACT TO ESTABLISH THE DENTIST AND DENTAL HYGIENIST
12 COMPACT; AND FOR OTHER PURPOSES.
13

Subtitle

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

21
22 SECTION 1. Arkansas Code Title 17, Chapter 82, is amended to add an
23 additional subchapter to read as follows:

Subchapter 9 – Dentist and Dental Hygienist Compact

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25
26 17-82-901. Text of compact.

27 The Dentist and Dental Hygienist Compact is enacted into law and
28 entered into by this state with all states legally joining therein and in the
29 form substantially as follows:

DENTIST AND DENTAL HYGIENIST COMPACT

SECTION 1. TITLE AND PURPOSE

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33 This statute shall be known and cited as the Dentist and Dental
34 Hygienist Compact. The purposes of this Compact are to facilitate the
35 interstate practice of dentistry and dental hygiene and improve public access
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1 to dentistry and dental hygiene services by providing Dentists and Dental
2 Hygienists licensed in a Participating State the ability to practice in
3 Participating States in which they are not licensed. The Compact does this by
4 establishing a pathway for Dentists and Dental Hygienists licensed in a
5 Participating State to obtain a Compact Privilege that authorizes them to
6 practice in another Participating State in which they are not licensed. The
7 Compact enables Participating States to protect the public health and safety
8 with respect to the practice of such Dentists and Dental Hygienists, through
9 the State's authority to regulate the practice of dentistry and dental
10 hygiene in the State. The Compact:

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

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

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

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

23 E. Does not interfere with licensure requirements established by a
24 Participating State;

25 F. Facilitates the sharing of licensure and disciplinary information
26 among Participating States;

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

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

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

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

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2 SECTION 2. DEFINITIONS

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

5 A. “Active Military Member” means any person with full-time duty
6 status in the armed forces of the United States, including members of the
7 National Guard and Reserve.

8 B. “Adverse Action” means disciplinary action or encumbrance imposed
9 on a License or Compact Privilege by a State Licensing Authority.

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

16 D. “Clinical Assessment” means examination or process, required for
17 licensure as a Dentist or Dental Hygienist as applicable, that provides
18 evidence of clinical competence in dentistry or dental hygiene.

19 E. “Commissioner” means the individual appointed by a Participating
20 State to serve as the member of the Commission for that Participating State.

21 F. “Compact” means this Dentist and Dental Hygienist Compact.

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

25 H. “Continuing Professional Development” means a requirement, as a
26 condition of License renewal to provide evidence of successful participation
27 in educational or professional activities relevant to practice or area of
28 work.

29 I. “Criminal Background Check” means the submission of fingerprints or
30 other biometric-based information for a License applicant for the purpose of
31 obtaining that applicant’s criminal history record information, as defined in
32 28 C.F.R. § 20.3(d) from the Federal Bureau of Investigation and the State’s
33 criminal history record repository as defined in 28 C.F.R. § 20.3(f).

34 J. “Data System” means the Commission’s repository of information
35 about Licensees, including but not limited to examination, licensure,
36 investigative, Compact Privilege, Adverse Action, and Alternative Program.

1 K. “Dental Hygienist” means an individual who is licensed by a State
2 Licensing Authority to practice dental hygiene.

3 L. “Dentist” means an individual who is licensed by a State Licensing
4 Authority to practice dentistry.

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

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

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

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

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

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

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

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

29 U. “Qualifying License” means a License that is not an Encumbered
30 License issued by a Participating State to practice dentistry or dental
31 hygiene.

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

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

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

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

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

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

21

22 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

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

30 4. Notify the Commission, in compliance with the terms of the
31 Compact and Commission Rules, of any Adverse Action or the availability of
32 Significant Investigative Information regarding a Licensee and License
33 applicant;

34 5. Fully implement a Criminal Background Check requirement,
35 within a time frame established by Commission Rule, by receiving the results
36 of a qualifying Criminal Background Check;

1 6. Comply with the Commission Rules applicable to a
2 Participating State;

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

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

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

17 10. Require for licensure that applicants successfully complete
18 a Clinical Assessment;

19 11. Have Continuing Professional Development requirements as a
20 condition for License renewal; and

21 12. Pay a participation fee to the Commission as established by
22 Commission Rule.

23 B. Providing alternative pathways for an individual to obtain an
24 unrestricted License does not disqualify a State from participating in the
25 Compact.

26 C. When conducting a Criminal Background Check the State Licensing
27 Authority shall:

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

29 2. Maintain documentation of completion of the Criminal
30 Background Check and background check information to the extent allowed by
31 State and federal law; and

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

35 D. A Licensee of a Participating State who has a Qualifying License in
36 that State and does not hold an Encumbered License in any other Participating

1 State, shall be issued a Compact Privilege in a Remote State in accordance
2 with the terms of the Compact and Commission Rules. If a Remote State has a
3 Jurisprudence Requirement a Compact Privilege will not be issued to the
4 Licensee unless the Licensee has satisfied the Jurisprudence Requirement.

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6 SECTION 4. COMPACT PRIVILEGE

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

9 1. Have a Qualifying License as a Dentist or Dental Hygienist in
10 a Participating State;

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

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

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

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

19 6. Have passed a National Board Examination of the Joint
20 Commission on National Dental Examinations or another examination accepted by
21 Commission Rule;

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

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

33 9. Have successfully completed a Clinical Assessment for
34 licensure;

35 10. Report to the Commission Adverse Action taken by any non-
36 Participating State when applying for a Compact Privilege and, otherwise,

1 within thirty (30) days from the date the Adverse Action is taken;

2 11. Report to the Commission when applying for a Compact
3 Privilege the address of the Licensee's primary residence and thereafter
4 immediately report to the Commission any change in the address of the
5 Licensee's primary residence; and

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

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

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

23 D. A Licensee providing dentistry or dental hygiene pursuant to a
24 Compact Privilege in a Remote State is subject to that State's regulatory
25 authority. A Remote State may, in accordance with due process and that
26 State's laws, by Adverse Action revoke or remove a Licensee's Compact
27 Privilege in the Remote State for a specific period of time and impose fines
28 or take any other necessary actions to protect the health and safety of its
29 citizens. If a Remote State imposes an Adverse Action against a Compact
30 Privilege that limits the Compact Privilege, that Adverse Action applies to
31 all Compact Privileges in all Remote States. A Licensee whose Compact
32 Privilege in a Remote State is removed for a specified period of time is not
33 eligible for a Compact Privilege in any other Remote State until the specific
34 time for removal of the Compact Privilege has passed and all encumbrance
35 requirements are satisfied.

36 E. If a License in a Participating State is an Encumbered License, the

1 Licensee shall lose the Compact Privilege in a Remote State and shall not be
2 eligible for a Compact Privilege in any Remote State until the License is no
3 longer encumbered.

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

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

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

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

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

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18 SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSES

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

24

25 SECTION 6. ADVERSE ACTIONS

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

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

32 C. Nothing in this Compact shall override a Participating State's
33 decision that participation in an Alternative Program may be used in lieu of
34 Adverse Action and that such participation shall remain non-public if
35 required by the Participating State's laws. Participating States must require
36 Licensees who enter any Alternative Program in lieu of discipline to agree

1 not to practice pursuant to a Compact Privilege in any other Participating
2 State during the term of the Alternative Program without prior authorization
3 from such other Participating State.

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

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

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

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

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

27 F. Joint Investigations

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

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

35 G. Authority to Continue Investigation

36 1. After a Licensee's Compact Privilege in a Remote State is

1 terminated, the Remote State may continue an investigation of the Licensee
2 that began when the Licensee had a Compact Privilege in that Remote State.

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

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9 SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION.

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

16 B. Participation, Voting, and Meetings

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

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

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

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

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

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

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

1 C. The Commission shall have the following powers:

2 1. Establish the fiscal year of the Commission;

3 2. Establish a code of conduct and conflict of interest
4 policies;

5 3. Adopt Rules and bylaws;

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

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

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

12 7. Maintain and certify records and information provided to a
13 Participating State as the authenticated business records of the Commission,
14 and designate a person 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 personnel,
17 including, but not limited to, employees of a Participating State;

18 10. Conduct an annual financial review;

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

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

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

1 conflict of interest;

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

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

6 16. Establish a budget and make expenditures;

7 17. Borrow money;

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

12 19. Provide and receive information from, and cooperate with,
13 law enforcement agencies;

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

16 21. Establish and elect an Executive Board;

17 22. Adopt and provide to the Participating States an annual
18 report;

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

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

24 D. Meetings of the Commission

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

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

36 3. Notice of all Commission meetings shall provide the time,

1 date, and location of the meeting, and if the meeting is to be held or
2 accessible via telecommunication, video conference, or other electronic
3 means, the notice shall include the mechanism for access to the meeting
4 through such means.

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

7 a. Non-compliance of a Participating State with its
8 obligations under the Compact;

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

13 c. Current or threatened discipline of a Licensee or
14 Compact Privilege holder by the Commission or by a Participating State's
15 State Licensing Authority;

16 d. Current, threatened, or reasonably anticipated
17 litigation;

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

20 f. Accusing any person of a crime or formally censuring
21 any person;

22 g. Trade secrets or commercial or financial information
23 that is privileged or confidential;

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

26 i. Investigative records compiled for law enforcement
27 purposes;

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

32 k. Legal advice;

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

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

36 5. If a meeting, or portion of a meeting, is closed, the

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

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

12 E. Financing of the Commission

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

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

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

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

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

1 in and become part of the annual report of the Commission.

2 F. The Executive Board

3 1. The Executive Board shall have the power to act on behalf of
4 the Commission according to the terms of this Compact. The powers, duties,
5 and responsibilities of the Executive Board shall include:

6 a. Overseeing the day-to-day activities of the
7 administration of the Compact including compliance with the provisions of the
8 Compact, the Commission's Rules and bylaws;

9 b. Recommending to the Commission changes to the Rules or
10 bylaws, changes to this Compact legislation, fees charged to Compact
11 Participating States, fees charged to Licensees, and other fees;

12 c. Ensuring Compact administration services are
13 appropriately provided, including by contract;

14 d. Preparing and recommending the budget;

15 e. Maintaining financial records on behalf of the
16 Commission;

17 f. Monitoring Compact compliance of Participating States
18 and providing compliance reports to the Commission;

19 g. Establishing additional committees as necessary;

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

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

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

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

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

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

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

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

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

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

11 a. Meet an imminent threat to public health, safety, or
12 welfare;

13 b. Prevent a loss of Commission or Participating State
14 funds; or

15 c. Protect public health and safety.

16 G. Qualified Immunity, Defense, and Indemnification

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

30 2. The Commission shall defend any member, officer, executive
31 director, employee, and representative of the Commission in any civil action
32 seeking to impose liability arising out of any actual or alleged act, error,
33 or omission that occurred within the scope of Commission employment, duties,
34 or responsibilities, or as determined by the Commission that the person
35 against whom the claim is made had a reasonable basis for believing occurred
36 within the scope of Commission employment, duties, or responsibilities;

1 provided that nothing herein shall be construed to prohibit that person from
2 retaining their own counsel at their own expense; and provided further, that
3 the actual or alleged act, error, or omission did not result from that
4 person's intentional or willful or wanton misconduct.

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

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

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

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

26 SECTION 8. DATA SYSTEM

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

32 B. Notwithstanding any other provision of State law to the contrary, a
33 Participating State shall submit a uniform data set to the Data System on all
34 individuals to whom this Compact is applicable as required by the Rules of
35 the Commission, including:
36

1 1. Identifying information;

2 2. Licensure data;

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

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

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

11 6. The presence of Significant Investigative Information; and

12 7. Other information that may facilitate the administration of
13 this Compact or the protection of the public, as determined by the Rules of
14 the Commission.

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

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

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

28 F. Participating States contributing information to the Data System
29 may designate information that may not be shared with the public without the
30 express permission of the contributing State.

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

34
35 SECTION 9. RULEMAKING

36 A. The Commission shall promulgate reasonable Rules in order to

1 effectively and efficiently implement and administer the purposes and
2 provisions of the Compact. A Commission Rule shall be invalid and have no
3 force or effect only if a court of competent jurisdiction holds that the Rule
4 is invalid because the Commission exercised its rulemaking authority in a
5 manner that is beyond the scope and purposes of the Compact, or the powers
6 granted hereunder, or based upon another applicable standard of review.

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

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

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

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

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

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

32 1. On the website of the Commission or other publicly accessible
33 platform;

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

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

1 H. The Notice of Proposed Rulemaking shall include:

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

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

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

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

12 5. The manner in which interested persons may submit written
13 comments.

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

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

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

22 1. The Commission may adopt changes to the proposed Rule
23 provided the changes do not enlarge the original purpose of the proposed
24 Rule.

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

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

32 L. Upon determination that an emergency exists, the Commission may
33 consider and adopt an emergency Rule with 24 hours' notice, with opportunity
34 to comment, provided that the usual rulemaking procedures provided in the
35 Compact and in this section shall be retroactively applied to the Rule as
36 soon as reasonably possible, in no event later than ninety (90) days after

1 the effective date of the Rule. For the purposes of this provision, an
2 emergency Rule is one that must be adopted immediately in order to:

- 3 1. Meet an imminent threat to public health, safety, or welfare;
- 4 2. Prevent a loss of Commission or Participating State funds;
- 5 3. Meet a deadline for the promulgation of a Rule that is
6 established by federal law or rule; or
- 7 4. Protect public health and safety.

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

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

22 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

23 A. Oversight

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

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

35 3. The Commission shall be entitled to receive service of
36 process in any proceeding regarding the enforcement or interpretation of the

1 Compact or Commission Rule and shall have standing to intervene in such a
2 proceeding for all purposes. Failure to provide the Commission service of
3 process shall render a judgment or order void as to the Commission, this
4 Compact, or promulgated Rules.

5 B. Default, Technical Assistance, and Termination

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

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

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

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

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

32 F. Upon the termination of a State's participation in this Compact,
33 that State shall immediately provide notice to all Licensees of the State,
34 including Licensees of other Participating States issued a Compact Privilege
35 to practice within that State, of such termination. The terminated State
36 shall continue to recognize all Compact Privileges then in effect in that

1 State for a minimum of one hundred eighty (180) days after the date of said
2 notice of termination.

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

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

11 I. Dispute Resolution

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

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

18 J. Enforcement

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

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

32 3. A Participating State may initiate legal action against the
33 Commission in the U.S. District Court for the District of Columbia or the
34 federal district where the Commission has its principal offices to enforce
35 compliance with the provisions of the Compact and its promulgated Rules. The
36 relief sought may include both injunctive relief and damages. In the event

1 judicial enforcement is necessary, the prevailing party shall be awarded all
2 costs of such litigation, including reasonable attorney's fees.

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

5
6 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

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

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

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

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

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

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

36 B. Any Participating State may withdraw from this Compact by enacting

1 a statute repealing that State's enactment of the Compact.

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

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

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

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

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

23 SECTION 12. CONSTRUCTION AND SEVERABILITY

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

29 B. The provisions of this Compact shall be severable and if any
30 phrase, clause, sentence or provision of this Compact is held by a court of
31 competent jurisdiction to be contrary to the constitution of any
32 Participating State, a State seeking participation in the Compact, or of the
33 United States, or the applicability thereof to any government, agency, person
34 or circumstance is held to be unconstitutional by a court of competent
35 jurisdiction, the validity of the remainder of this Compact and the
36 jurisdiction, the validity of the remainder of this Compact and the

1 applicability thereof to any other government, agency, person or circumstance
2 shall not be affected thereby.

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

12
13 SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS

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

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

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

21
22 17-82-902. Administration of compact – Rules.

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

25 (b)(1) The board shall promulgate rules necessary to implement this
26 subchapter.

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

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

33
34 SECTION 2. DO NOT CODIFY. Initial rules.

35 (a) The Arkansas State Board of Dental Examiners shall promulgate
36 rules necessary to implement this act.

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

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

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

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

11
12
13 Referred by Senator B. King

14 Prepared by: JMB/JMB

15
16