

By: Harless

H.B. No. 1803

A BILL TO BE ENTITLED

AN ACT

relating to the Dentist and Dental Hygienist Compact; authorizing fees.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle D, Title 3, Occupations Code, is amended by adding Chapter 268 to read as follows:

CHAPTER 268. DENTIST AND DENTAL HYGIENIST COMPACT

Sec. 268.001. DENTIST AND DENTAL HYGIENIST COMPACT. The Dentist and Dental Hygienist Compact is enacted and entered into with all other jurisdictions that legally join in the compact, which reads as follows:

DENTIST AND DENTAL HYGIENIST COMPACT

SECTION 1. TITLE AND PURPOSE

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

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

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

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

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

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

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

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

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

26 H. Extends the authority of a Participating State to regulate
27 the practice of dentistry and dental hygiene within its

borders to Dentists and Dental Hygienists who practice in
the State through a Compact Privilege;

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

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

SECTION 2. DEFINITIONS

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

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

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

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

D. "Clinical Assessment" means examination or process,
required for licensure as a Dentist or Dental Hygienist as
applicable, that provides evidence of clinical competence

1 in dentistry or dental hygiene.

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

5 F. "Compact" means this Dentist and Dental Hygienist
6 Compact.

7 G. "Compact Privilege" means the authorization granted by a
8 Remote State to allow a Licensee from a Participating
9 State to practice as a Dentist or Dental Hygienist in a
10 Remote State.

11 H. "Continuing Professional Development" means a
12 requirement, as a condition of License renewal to provide
13 evidence of successful participation in educational or
14 professional activities relevant to practice or area of
15 work.

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

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

27 K. "Dental Hygienist" means an individual who is licensed by

1 a State Licensing Authority to practice dental hygiene.

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

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

10 N. "Encumbered License" means a License that a State
11 Licensing Authority has limited in any way other than
12 through an Alternative Program.

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

16 P. "Jurisprudence Requirement" means the assessment of an
17 individual's knowledge of the laws and Rules governing the
18 practice of dentistry or dental hygiene, as applicable, in
19 a State.

20 Q. "License" means current authorization by a State, other
21 than authorization pursuant to a Compact Privilege, or
22 other privilege, for an individual to practice as a
23 Dentist or Dental Hygienist in that State.

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

27 S. "Model Compact" the model for the Dentist and Dental

1 Hygienist Compact on file with the Council of State
2 Governments or other entity as designated by the
3 Commission.

4 T. "Participating State" means a State that has enacted the
5 Compact and been admitted to the Commission in accordance
6 with the provisions herein and Commission Rules.

7 U. "Qualifying License" means a License that is not an
8 Encumbered License issued by a Participating State to
9 practice dentistry or dental hygiene.

10 V. "Remote State" means a Participating State where a
11 Licensee who is not licensed as a Dentist or Dental
12 Hygienist is exercising or seeking to exercise the Compact
13 Privilege.

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

16 X. "Scope of Practice" means the procedures, actions, and
17 processes a Dentist or Dental Hygienist licensed in a
18 State is permitted to undertake in that State and the
19 circumstances under which the Licensee is permitted to
20 undertake those procedures, actions and processes. Such
21 procedures, actions and processes and the circumstances
22 under which they may be undertaken may be established
23 through means, including, but not limited to, statute,
24 regulations, case law, and other processes available to
25 the State Licensing Authority or other government agency.

26 Y. "Significant Investigative Information" means
27 information, records, and documents received or generated

1 by a State Licensing Authority pursuant to an
2 investigation for which a determination has been made that
3 there is probable cause to believe that the Licensee has
4 violated a statute or regulation that is considered more
5 than a minor infraction for which the State Licensing
6 Authority could pursue Adverse Action against the
7 Licensee.

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

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

14 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

- 17 1. Enact a compact that is not materially different from the
18 Model Compact as determined in accordance with Commission
19 Rules;
- 20 2. Participate fully in the Commission's Data System;
- 21 3. Have a mechanism in place for receiving and investigating
22 complaints about its Licensees and License applicants;
- 23 4. Notify the Commission, in compliance with the terms of the
24 Compact and Commission Rules, of any Adverse Action or the
25 availability of Significant Investigative Information
26 regarding a Licensee and License applicant;
- 27 5. Fully implement a Criminal Background Check requirement,

1 within a time frame established by Commission Rule, by
2 receiving the results of a qualifying Criminal Background
3 Check;

4 6. Comply with the Commission Rules applicable to a
5 Participating State;

6 7. Accept the National Board Examinations of the Joint
7 Commission on National Dental Examinations or another
8 examination accepted by Commission Rule as a licensure
9 examination;

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

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

25 10. Require for licensure that applicants successfully
26 complete a Clinical Assessment;

27 11. Have Continuing Professional Development requirements as

1 a condition for License renewal; and

2 12. Pay a participation fee to the Commission as established
3 by Commission Rule.

4 B. Providing alternative pathways for an individual to obtain an
5 unrestricted License does not disqualify a State from
6 participating in the Compact.

7 C. When conducting a Criminal Background Check the State Licensing
8 Authority shall:

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

10 2. Maintain documentation of completion of the Criminal
11 Background Check and background check information to the
12 extent allowed by State and federal law; and

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

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

24 SECTION 4. COMPACT PRIVILEGE

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

27 1. Have a Qualifying License as a Dentist or Dental Hygienist

- in a Participating State;
2. Be eligible for a Compact Privilege in any Remote State in accordance with D, G and H of this section;
3. Submit to an application process whenever the Licensee is seeking a Compact Privilege;
4. Pay any applicable Commission and Remote State fees for a Compact Privilege in the Remote State;
5. Meet any Jurisprudence Requirement established by a Remote State in which the Licensee is seeking a Compact Privilege;
6. Have passed a National Board Examination of the Joint Commission on National Dental Examinations or another examination accepted by Commission Rule;
7. For a Dentist, have graduated from a predoctoral dental education program accredited by the Commission on Dental Accreditation, or another accrediting agency recognized by the United States Department of Education for the accreditation of dentistry and dental hygiene education programs, leading to the Doctor of Dental Surgery (D.D.S.) or Doctor of Dental Medicine (D.M.D.) degree;
8. For a Dental Hygienist, have graduated from a dental hygiene education program accredited by the Commission on Dental Accreditation or another accrediting agency recognized by the United States Department of Education for the accreditation of dentistry and dental hygiene education programs;
9. Have successfully completed a Clinical Assessment for

licensure;

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

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

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

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

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

1 Hygienist licensed in that State.

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

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

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

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

1 occur:

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

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

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

9 SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSES

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

16 SECTION 6. ADVERSE ACTIONS

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

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

24 C. Nothing in this Compact shall override a Participating State's
25 decision that participation in an Alternative Program may be used
26 in lieu of Adverse Action and that such participation shall
27 remain non-public if required by the Participating State's laws.

1 Participating States must require Licensees who enter any
2 Alternative Program in lieu of discipline to agree not to
3 practice pursuant to a Compact Privilege in any other
4 Participating State during the term of the Alternative Program
5 without prior authorization from such other Participating State.

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

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

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

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

the service statutes of the State where the witnesses or evidence are located; and

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

F. Joint Investigations

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

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

G. Authority to Continue Investigation

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

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

1 SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION.

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

9 B. Participation, Voting, and Meetings

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

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

17 3. The Commission may by Rule or bylaw establish a term of
18 office for Commissioners and may by Rule or bylaw
19 establish term limits.

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

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

27 6. Each Commissioner shall be entitled to one vote on all

matters that are voted upon by the Commission.

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

C. The Commission shall have the following powers:

1. Establish the fiscal year of the Commission;

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

3. Adopt Rules and bylaws;

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

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

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

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

8. Purchase and maintain insurance and bonds;

9. Borrow, accept, or contract for services of personnel, including, but not limited to, employees of a

Participating State;

10. Conduct an annual financial review;

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

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

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

14. Lease, purchase, retain, own, hold, improve, or use any

property, real, personal, or mixed, or any undivided
interest therein;

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

16. Establish a budget and make expenditures;

17. Borrow money;

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

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

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

21. Establish and elect an Executive Board;

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

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

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

D. Meetings of the Commission

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

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

15 3. Notice of all Commission meetings shall provide the time,
16 date, and location of the meeting, and if the meeting is to
17 be held or accessible via telecommunication, video
18 conference, or other electronic means, the notice shall
19 include the mechanism for access to the meeting through
20 such means.

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

23 a. Non-compliance of a Participating State with its
24 obligations under the Compact;

25 b. The employment, compensation, discipline or other
26 matters, practices or procedures related to specific
27 employees or other matters related to the

- 1 Commission's internal personnel practices and
2 procedures;
- 3 c. Current or threatened discipline of a Licensee or
4 Compact Privilege holder by the Commission or by a
5 Participating State's Licensing Authority;
- 6 d. Current, threatened, or reasonably anticipated
7 litigation;
- 8 e. Negotiation of contracts for the purchase, lease, or
9 sale of goods, services, or real estate;
- 10 f. Accusing any person of a crime or formally censuring
11 any person;
- 12 g. Trade secrets or commercial or financial information
13 that is privileged or confidential;
- 14 h. Information of a personal nature where disclosure
15 would constitute a clearly unwarranted invasion of
16 personal privacy;
- 17 i. Investigative records compiled for law enforcement
18 purposes;
- 19 j. Information related to any investigative reports
20 prepared by or on behalf of or for use of the
21 Commission or other committee charged with
22 responsibility of investigation or determination of
23 compliance issues pursuant to the Compact;
- 24 k. Legal advice;
- 25 l. Matters specifically exempted from disclosure to the
26 public by federal or Participating State law; and
- 27 m. Other matters as promulgated by the Commission by

1 Rule.

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

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

16 E. Financing of the Commission

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

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

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

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

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

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

22 F. The Executive Board

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

27 a. Overseeing the day-to-day activities of the

1 administration of the Compact including compliance
2 with the provisions of the Compact, the Commission's
3 Rules and bylaws;

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

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

10 d. Preparing and recommending the budget;

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

13 f. Monitoring Compact compliance of Participating
14 States and providing compliance reports to the
15 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,
19 except for adopting or amending Rules, adopting or
20 amending bylaws, and exercising any other powers and
21 duties expressly reserved to the Commission by Rule or
22 bylaw; and

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

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

27 a. The Chair, Vice Chair, Secretary and Treasurer of

1 the Commission and any other members of the Commission
2 who serve on the Executive Board shall be voting
3 members of the Executive Board; and

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

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

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

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

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

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

25 a. Meet an imminent threat to public health, safety, or
26 welfare;

27 b. Prevent a loss of Commission or Participating State

1 funds; or

2 c. Protect public health and safety.

3 G. Qualified Immunity, Defense, and Indemnification

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

20 2. The Commission shall defend any member, officer,
21 executive director, employee, and representative of the
22 Commission in any civil action seeking to impose liability
23 arising out of any actual or alleged act, error, or
24 omission that occurred within the scope of Commission
25 employment, duties, or responsibilities, or as determined
26 by the Commission that the person against whom the claim is
27 made had a reasonable basis for believing occurred within

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

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

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

27 5. Nothing in this Compact shall be interpreted to waive or

1 otherwise abrogate a Participating State's state action
2 immunity or state action affirmative defense with respect
3 to antitrust claims under the Sherman Act, Clayton Act, or
4 any other State or federal antitrust or anticompetitive
5 law or regulation.

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

9 SECTION 8. DATA SYSTEM

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

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

19 1. Identifying information;

20 2. Licensure data;

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

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

27 5. Any denial of an application for licensure, and the

1 reason(s) for such denial, (excluding the reporting of any
2 criminal history record information where prohibited by
3 law);

4 6. The presence of Significant Investigative Information;
5 and

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

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

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

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

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

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

5 SECTION 9. RULEMAKING

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

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

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

25 D. If a majority of the legislatures of the Participating States
26 rejects a Commission Rule or portion of a Commission Rule, by
27 enactment of a statute or resolution in the same manner used to

1 adopt the Compact, within four (4) years of the date of adoption
2 of the Rule, then such Rule shall have no further force and effect
3 in any Participating State or to any State applying to
4 participate in the Compact.

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

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

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

14 1. On the website of the Commission or other publicly
15 accessible platform;

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

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

20 H. The Notice of Proposed Rulemaking shall include:

21 1. The time, date, and location of the public hearing at
22 which the Commission will hear public comments on the
23 proposed Rule and, if different, the time, date, and
24 location of the meeting where the Commission will consider
25 and vote on the proposed Rule;

26 2. If the hearing is held via telecommunication, video
27 conference, or other electronic means, the Commission

1 shall include the mechanism for access to the hearing in
2 the Notice of Proposed Rulemaking;

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

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

6 5. The manner in which interested persons may submit written
7 comments.

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

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

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

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

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

25 3. The Commission shall determine a reasonable effective
26 date for the Rule. Except for an emergency as provided in
27 subsection L, the effective date of the Rule shall be no

1 sooner than thirty (30) days after the Commission issuing
2 the notice that it adopted or amended the Rule.

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

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

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

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

16 4. Protect public health and safety.

17 M. The Commission or an authorized committee of the Commission may
18 direct revisions to a previously adopted Rule for purposes of
19 correcting typographical errors, errors in format, errors in
20 consistency, or grammatical errors. Public notice of any
21 revisions shall be posted on the website of the Commission. The
22 revision shall be subject to challenge by any person for a period
23 of thirty (30) days after posting. The revision may be challenged
24 only on grounds that the revision results in a material change to
25 a Rule. A challenge shall be made in writing and delivered to the
26 Commission prior to the end of the notice period. If no challenge
27 is made, the revision will take effect without further action. If

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

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

5 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

6 A. Oversight

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

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

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

1 B. Default, Technical Assistance, and Termination

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

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

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

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

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

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

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

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

22 I. Dispute Resolution

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

27 2. The Commission shall promulgate a Rule providing for both

1 mediation and binding dispute resolution for disputes as
2 appropriate.

3 J. Enforcement

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

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

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

1 litigation, including reasonable attorney's fees.

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

4 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

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

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

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

24 2. Participating States enacting the Compact subsequent to
25 the Charter Participating States shall be subject to the
26 process set forth in Section 7.C.23 to determine if their
27 enactments are materially different from the Model Compact

1 and whether they qualify for participation in the Compact.

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

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

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

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

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

26 3. Upon the enactment of a statute withdrawing from this
27 Compact, the State shall immediately provide notice of

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

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

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

17 SECTION 12. CONSTRUCTION AND SEVERABILITY

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

24 B. The provisions of this Compact shall be severable and if any
25 phrase, clause, sentence or provision of this Compact is held by a
26 court of competent jurisdiction to be contrary to the
27 constitution of any Participating State, a State seeking

1 participation in the Compact, or of the United States, or the
2 applicability thereof to any government, agency, person or
3 circumstance is held to be unconstitutional by a court of
4 competent jurisdiction, the validity of the remainder of this
5 Compact and the applicability thereof to any other government,
6 agency, person or circumstance shall not be affected thereby.

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

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

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

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

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

26 Sec. 268.002. ADMINISTRATION OF COMPACT. The board is the
27 Dentist and Dental Hygienist Compact administrator for this state.

1 Sec. 268.003. RULES. The board may adopt rules necessary to
2 implement this chapter.

3 SECTION 2. This Act takes effect September 1, 2025.