

By: Isaac

H.B. No. 4465

A BILL TO BE ENTITLED

AN ACT

relating to the dietitian licensure compact; authorizing a fee.

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

SECTION 1. Chapter 701, Occupations Code, is amended by adding Subchapter J to read as follows:

SUBCHAPTER J. DIETITIAN LICENSURE COMPACT

Sec. 701.451. DIETITIAN LICENSURE COMPACT. The Dietitian Licensure Compact is enacted and entered into with all other jurisdictions that legally join in the compact, which reads as follows:

DIETITIAN LICENSURE COMPACT

SECTION 1: PURPOSE

The purpose of this Compact is to facilitate interstate Practice of Dietetics with the goal of improving public access to dietetics services. This Compact preserves the regulatory authority of States to protect public health and safety through the current system of State licensure, while also providing for licensure portability through a Compact Privilege granted to qualifying professionals.

This Compact is designed to achieve the following objectives:

A. Increase public access to dietetics services;

B. Provide opportunities for interstate practice by Licensed Dietitians who meet uniform requirements;

C. Eliminate the necessity for Licenses in multiple States;

1 D. Reduce administrative burden on Member States and
2 Licensees;

3 E. Enhance the States' ability to protect the public's
4 health and safety;

5 F. Encourage the cooperation of Member States in regulating
6 multistate practice of Licensed Dietitians;

7 G. Support relocating Active Military Members and their
8 spouses;

9 H. Enhance the exchange of licensure, investigative, and
10 disciplinary information among Member States; and

11 I. Vest all Member States with the authority to hold a
12 Licensed Dietitian accountable for meeting all State practice laws
13 in the State in which the patient is located at the time care is
14 rendered.

15 SECTION 2. DEFINITIONS

16 As used in this Compact, and except as otherwise provided, the
17 following definitions shall apply:

18 A. "ACEND" means the Accreditation Council for Education in
19 Nutrition and Dietetics or its successor organization.

20 B. "Active Military Member" means any individual with
21 full-time duty status in the active armed forces of the United
22 States, including members of the National Guard and Reserve.

23 C. "Adverse Action" means any administrative, civil,
24 equitable or criminal action permitted by a State's laws which is
25 imposed by a Licensing Authority or other authority against a
26 Licensee, including actions against an individual's License or
27 Compact Privilege such as revocation, suspension, probation,

1 monitoring of the Licensee, limitation on the Licensee's practice,
2 or any other Encumbrance on licensure affecting a Licensee's
3 authorization to practice, including issuance of a cease and desist
4 action.

5 D. "Alternative Program" means a non-disciplinary
6 monitoring or practice remediation process approved by a Licensing
7 Authority.

8 E. "Charter Member State" means any Member State which
9 enacted this Compact by law before the Effective Date specified in
10 Section 12.

11 F. "Continuing Education" means a requirement, as a
12 condition of License renewal, to provide evidence of participation
13 in, and completion of, educational and professional activities
14 relevant to practice or area of work.

15 G. "CDR" means the Commission on Dietetic Registration or
16 its successor organization.

17 H. "Compact Commission" means the government agency whose
18 membership consists of all States that have enacted this Compact,
19 which is known as the Dietitian Licensure Compact Commission, as
20 described in Section 8, and which shall operate as an
21 instrumentality of the Member States.

22 I. "Compact Privilege" means a legal authorization, which
23 is equivalent to a License, permitting the Practice of Dietetics in
24 a Remote State.

25 J. "Current Significant Investigative Information" means:
26 1. Investigative Information that a Licensing
27 Authority, after a preliminary inquiry that includes notification

1 and an opportunity for the subject Licensee to respond, if required
2 by State law, has reason to believe is not groundless and, if proved
3 true, would indicate more than a minor infraction; or

4 2. Investigative Information that indicates that the
5 subject Licensee represents an immediate threat to public health
6 and safety regardless of whether the subject Licensee has been
7 notified and had an opportunity to respond.

8 K. "Data System" means a repository of information about
9 Licensees, including, but not limited to, Continuing Education,
10 examination, licensure, investigative, Compact Privilege and
11 Adverse Action information.

12 L. "Encumbered License" means a License in which an Adverse
13 Action restricts a Licensee's ability to practice dietetics.

14 M. "Encumbrance" means a revocation or suspension of, or any
15 limitation on a Licensee's full and unrestricted Practice of
16 Dietetics by a Licensing Authority.

17 N. "Executive Committee" means a group of delegates elected
18 or appointed to act on behalf of, and within the powers granted to
19 them by, this Compact, and the Compact Commission.

20 O. "Home State" means the Member State that is the
21 Licensee's primary State of residence or that has been designated
22 pursuant to Section 6.

23 P. "Investigative Information" means information, records,
24 and documents received or generated by a Licensing Authority
25 pursuant to an investigation.

26 Q. "Jurisprudence Requirement" means an assessment of an
27 individual's knowledge of the State laws and regulations governing

1 the Practice of Dietetics in such State.

2 R. "License" means an authorization from a Member State to
3 either:

4 1. Engage in the Practice of Dietetics (including
5 medical nutrition therapy); or

6 2. Use the title "dietitian," "licensed dietitian,"
7 "licensed dietitian nutritionist," "certified dietitian," or other
8 title describing a substantially similar practitioner as the
9 Compact Commission may further define by Rule.

10 S. "Licensee" or "Licensed Dietitian" means an individual
11 who currently holds a License and who meets all of the requirements
12 outlined in Section 4.

13 T. "Licensing Authority" means the board or agency of a
14 State, or equivalent, that is responsible for the licensing and
15 regulation of the Practice of Dietetics.

16 U. "Member State" means a State that has enacted the
17 Compact.

18 V. "Practice of Dietetics" means the synthesis and
19 application of dietetics as defined by state law and regulations,
20 primarily for the provision of nutrition care services, including
21 medical nutrition therapy, in person or via telehealth, to prevent,
22 manage, or treat diseases or medical conditions and promote
23 wellness.

24 W. "Registered Dietitian" means a person who:

25 1. Has completed applicable education, experience,
26 examination, and recertification requirements approved by CDR;

27 2. Is credentialed by CDR as a registered dietitian or

1 a registered dietitian nutritionist; and

2 3. Is legally authorized to use the title registered
3 dietitian or registered dietitian nutritionist and the
4 corresponding abbreviations "RD" or "RDN."

5 X. "Remote State" means a Member State other than the Home
6 State, where a Licensee is exercising or seeking to exercise a
7 Compact Privilege.

8 Y. "Rule" means a regulation promulgated by the Compact
9 Commission that has the force of law.

10 Z. "Single State License" means a License issued by a Member
11 State within the issuing State and does not include a Compact
12 Privilege in any other Member State.

13 AA. "State" means any state, commonwealth, district, or
14 territory of the United States of America.

15 BB. "Unencumbered License" means a License that authorizes
16 a Licensee to engage in the full and unrestricted Practice of
17 Dietetics.

18 SECTION 3. STATE PARTICIPATION IN THE COMPACT

19 A. To participate in the Compact, a State must currently:

20 1. License and regulate the Practice of Dietetics; and
21 2. Have a mechanism in place for receiving and
22 investigating complaints about Licensees.

23 B. A Member State shall:

24 1. Participate fully in the Compact Commission's Data
25 System, including using the unique identifier as defined in Rules;

26 2. Notify the Compact Commission, in compliance with
27 the terms of the Compact and Rules, of any Adverse Action or the

1 availability of Current Significant Investigative Information
2 regarding a Licensee;

3 3. Implement or utilize procedures for considering the
4 criminal history record information of applicants for an initial
5 Compact Privilege. These procedures shall include the submission
6 of fingerprints or other biometric-based information by applicants
7 for the purpose of obtaining an applicant's criminal history record
8 information from the Federal Bureau of Investigation and the agency
9 responsible for retaining that State's criminal records;

10 a. A Member State must fully implement a criminal
11 history record information requirement, within a time frame
12 established by Rule, which includes receiving the results of the
13 Federal Bureau of Investigation record search and shall use those
14 results in determining Compact Privilege eligibility.

15 b. Communication between a Member State and the
16 Compact Commission or among Member States regarding the
17 verification of eligibility for a Compact Privilege shall not
18 include any information received from the Federal Bureau of
19 Investigation relating to a federal criminal history record
20 information check performed by a Member State.

21 4. Comply with and enforce the Rules of the Compact
22 Commission;

23 5. Require an applicant for a Compact Privilege to
24 obtain or retain a License in the Licensee's Home State and meet the
25 Home State's qualifications for licensure or renewal of licensure,
26 as well as all other applicable State laws; and

27 6. Recognize a Compact Privilege granted to a Licensee

1 who meets all of the requirements outlined in Section 4 in
2 accordance with the terms of the Compact and Rules.

3 C. Member States may set and collect a fee for granting a
4 Compact Privilege.

5 D. Individuals not residing in a Member State shall continue
6 to be able to apply for a Member State's Single State License as
7 provided under the laws of each Member State. However, the Single
8 State License granted to these individuals shall not be recognized
9 as granting a Compact Privilege to engage in the Practice of
10 Dietetics in any other Member State.

11 E. Nothing in this Compact shall affect the requirements
12 established by a Member State for the issuance of a Single State
13 License.

14 F. At no point shall the Compact Commission have the power
15 to define the requirements for the issuance of a Single State
16 License to practice dietetics. The Member States shall retain sole
17 jurisdiction over the provision of these requirements.

18 SECTION 4. COMPACT PRIVILEGE

19 A. To exercise the Compact Privilege under the terms and
20 provisions of the Compact, the Licensee shall:

21 1. Satisfy one of the following:

22 a. Hold a valid current registration that gives
23 the applicant the right to use the term Registered Dietitian; or

24 b. Complete all of the following:

25 i. An education program which is either:

26 a) A master's degree or doctoral
27 degree that is programmatically accredited by (i) ACEND; or (ii) a

1 dietetics accrediting agency recognized by the United States
2 Department of Education, which the Compact Commission may by Rule
3 determine, and from a college or university accredited at the time
4 of graduation by the appropriate regional accrediting agency
5 recognized by the Council on Higher Education Accreditation and the
6 United States Department of Education.

7 b) An academic degree from a college
8 or university in a foreign country equivalent to the degree
9 described in subparagraph (a) that is programmatically accredited
10 by (i) ACEND; or (ii) a dietetics accrediting agency recognized by
11 the United States Department of Education, which the Compact
12 Commission may by Rule determine.

13 ii. A planned, documented, supervised
14 practice experience in dietetics that is programmatically
15 accredited by (i) ACEND, or (ii) a dietetics accrediting agency
16 recognized by the United States Department of Education which the
17 Compact Commission may by Rule determine and which involves at
18 least 1000 hours of practice experience under the supervision of a
19 Registered Dietitian or a Licensed Dietitian.

20 iii. Successful completion of either: (i)
21 the Registration Examination for Dietitians administered by CDR, or
22 (ii) a national credentialing examination for dietitians approved
23 by the Compact Commission by Rule; such completion being no more
24 than five years prior to the date of the Licensee's application for
25 initial licensure and accompanied by a period of continuous
26 licensure thereafter, all of which may be further governed by the
27 Rules of the Compact Commission.

1 2. Hold an Unencumbered License in the Home State;

2 3. Notify the Compact Commission that the Licensee is
3 seeking a Compact Privilege within a Remote State(s);

4 4. Pay any applicable fees, including any State fee,
5 for the Compact Privilege;

6 5. Meet any Jurisprudence Requirements established by
7 the Remote State(s) in which the Licensee is seeking a Compact
8 Privilege; and

9 6. Report to the Compact Commission any Adverse
10 Action, Encumbrance, or restriction on a License taken by any
11 non-Member State within 30 days from the date the action is taken.

12 B. The Compact Privilege is valid until the expiration date
13 of the Home State License. To maintain a Compact Privilege, renewal
14 of the Compact Privilege shall be congruent with the renewal of the
15 Home State License as the Compact Commission may define by Rule.
16 The Licensee must comply with the requirements of Section 4(A) to
17 maintain the Compact Privilege in the Remote State(s).

18 C. A Licensee exercising a Compact Privilege shall adhere to
19 the laws and regulations of the Remote State. Licensees shall be
20 responsible for educating themselves on, and complying with, any
21 and all State laws relating to the Practice of Dietetics in such
22 Remote State.

23 D. Notwithstanding anything to the contrary provided in
24 this Compact or State law, a Licensee exercising a Compact
25 Privilege shall not be required to complete Continuing Education
26 Requirements required by a Remote State. A Licensee exercising a
27 Compact Privilege is only required to meet any Continuing Education

1 Requirements as required by the Home State.

2 SECTION 5: OBTAINING A NEW HOME STATE LICENSE BASED ON A COMPACT
3 PRIVILEGE

4 A. A Licensee may hold a Home State License, which allows
5 for a Compact Privilege in other Member States, in only one Member
6 State at a time.

7 B. If a Licensee changes Home State by moving between two
8 Member States:

9 1. The Licensee shall file an application for
10 obtaining a new Home State License based on a Compact Privilege, pay
11 all applicable fees, and notify the current and new Home State in
12 accordance with the Rules of the Compact Commission.

13 2. Upon receipt of an application for obtaining a new
14 Home State License by virtue of a Compact Privilege, the new Home
15 State shall verify that the Licensee meets the criteria in Section 4
16 via the Data System, and require that the Licensee complete the
17 following:

18 a. Federal Bureau of Investigation fingerprint
19 based criminal history record information check;

20 b. Any other criminal history record information
21 required by the new Home State; and

22 c. Any Jurisprudence Requirements of the new Home
23 State.

24 3. The former Home State shall convert the former Home
25 State License into a Compact Privilege once the new Home State has
26 activated the new Home State License in accordance with applicable
27 Rules adopted by the Compact Commission.

1 4. Notwithstanding any other provision of this
2 Compact, if the Licensee cannot meet the criteria in Section 4, the
3 new Home State may apply its requirements for issuing a new Single
4 State License.

5 5. The Licensee shall pay all applicable fees to the
6 new Home State in order to be issued a new Home State License.

7 C. If a Licensee changes their State of residence by moving
8 from a Member State to a non-Member State, or from a non-Member
9 State to a Member State, the State criteria shall apply for issuance
10 of a Single State License in the new State.

11 D. Nothing in this Compact shall interfere with a Licensee's
12 ability to hold a Single State License in multiple States; however,
13 for the purposes of this Compact, a Licensee shall have only one
14 Home State License.

15 E. Nothing in this Compact shall affect the requirements
16 established by a Member State for the issuance of a Single State
17 License.

18 SECTION 6. ACTIVE MILITARY MEMBERS OR THEIR SPOUSES

19 An Active Military Member, or their spouse, shall designate a Home
20 State where the individual has a current License in good standing.
21 The individual may retain the Home State designation during the
22 period the service member is on active duty.

23 SECTION 7. ADVERSE ACTIONS

24 A. In addition to the other powers conferred by State law, a
25 Remote State shall have the authority, in accordance with existing
26 State due process law, to:

27 1. Take Adverse Action against a Licensee's Compact

1 Privilege within that Member State; and

2 2. Issue subpoenas for both hearings and
3 investigations that require the attendance and testimony of
4 witnesses as well as the production of evidence. Subpoenas issued
5 by a Licensing Authority in a Member State for the attendance and
6 testimony of witnesses or the production of evidence from another
7 Member State shall be enforced in the latter State by any court of
8 competent jurisdiction, according to the practice and procedure
9 applicable to subpoenas issued in proceedings pending before that
10 court. The issuing authority shall pay any witness fees, travel
11 expenses, mileage, and other fees required by the service statutes
12 of the State in which the witnesses or evidence are located.

13 B. Only the Home State shall have the power to take Adverse
14 Action against a Licensee's Home State License.

15 C. For purposes of taking Adverse Action, the Home State
16 shall give the same priority and effect to reported conduct
17 received from a Member State as it would if the conduct had occurred
18 within the Home State. In so doing, the Home State shall apply its
19 own State laws to determine appropriate action.

20 D. The Home State shall complete any pending investigations
21 of a Licensee who changes Home States during the course of the
22 investigations. The Home State shall also have authority to take
23 appropriate action(s) and shall promptly report the conclusions of
24 the investigations to the administrator of the Data System. The
25 administrator of the Data System shall promptly notify the new Home
26 State of any Adverse Actions.

27 E. A Member State, if otherwise permitted by State law, may

1 recover from the affected Licensee the costs of investigations and
2 dispositions of cases resulting from any Adverse Action taken
3 against that Licensee.

4 F. A Member State may take Adverse Action based on the
5 factual findings of another Remote State, provided that the Member
6 State follows its own procedures for taking the Adverse Action.

7 G. Joint Investigations:

8 1. In addition to the authority granted to a Member
9 State by its respective State law, any Member State may participate
10 with other Member States in joint investigations of Licensees.

11 2. Member States shall share any investigative,
12 litigation, or compliance materials in furtherance of any joint
13 investigation initiated under the Compact.

14 H. If Adverse Action is taken by the Home State against a
15 Licensee's Home State License resulting in an Encumbrance on the
16 Home State License, the Licensee's Compact Privilege(s) in all
17 other Member States shall be revoked until all Encumbrances have
18 been removed from the Home State License. All Home State
19 disciplinary orders that impose Adverse Action against a Licensee
20 shall include a statement that the Licensee's Compact Privileges
21 are revoked in all Member States during the pendency of the order.

22 I. Once an Encumbered License in the Home State is restored
23 to an Unencumbered License (as certified by the Home State's
24 Licensing Authority), the Licensee must meet the requirements of
25 Section 4(A) and follow the administrative requirements to reapply
26 to obtain a Compact Privilege in any Remote State.

27 J. If a Member State takes Adverse Action, it shall promptly

1 notify the administrator of the Data System. The administrator of
2 the Data System shall promptly notify the other Member States State
3 of any Adverse Actions.

4 K. Nothing in this Compact shall override a Member State's
5 decision that participation in an Alternative Program may be used
6 in lieu of Adverse Action.

7 SECTION 8. ESTABLISHMENT OF THE DIETITIAN LICENSURE COMPACT
8 COMMISSION

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

17 B. Membership, Voting, and Meetings

18 1. Each Member State shall have and be limited to one
19 (1) delegate selected by that Member State's Licensing Authority.

20 2. The delegate shall be the primary administrator of
21 the Licensing Authority or their designee.

22 3. The Compact Commission shall by Rule or bylaw
23 establish a term of office for delegates and may by Rule or bylaw
24 establish term limits.

25 4. The Compact Commission may recommend removal or
26 suspension of any delegate from office.

27 5. A Member State's Licensing Authority shall fill any

1 vacancy of its delegate occurring on the Compact Commission within
2 60 days of the vacancy.

3 6. Each delegate shall be entitled to one vote on all
4 matters before the Compact Commission requiring a vote by the
5 delegates.

6 7. Delegates shall meet and vote by such means as set
7 forth in the bylaws. The bylaws may provide for delegates to meet
8 and vote in-person or by telecommunication, video conference, or
9 other means of communication.

10 8. The Compact Commission shall meet at least once
11 during each calendar year. Additional meetings may be held as set
12 forth in the bylaws. The Compact Commission may meet in person or
13 by telecommunication, video conference, or other means of
14 communication.

15 C. The Compact Commission shall have the following powers:

16 1. Establish the fiscal year of the Compact
17 Commission;

18 2. Establish code of conduct and conflict of interest
19 policies;

20 3. Establish and amend Rules and bylaws;

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

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

26 6. Initiate and conclude legal proceedings or actions
27 in the name of the Compact Commission, provided that the standing of

1 any Licensing Authority to sue or be sued under applicable law shall
2 not be affected;

3 7. Maintain and certify records and information
4 provided to a Member State as the authenticated business records of
5 the Compact Commission, and designate an agent to do so on the
6 Compact Commission's behalf;

7 8. Purchase and maintain insurance and bonds;

8 9. Borrow, accept, or contract for services of
9 personnel, including, but not limited to, employees of a Member
10 State;

11 10. Conduct an annual financial review;

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

18 12. Assess and collect fees;

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

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

27 15. Sell, convey, mortgage, pledge, lease, exchange,

1 abandon, or otherwise dispose of any property real, personal, or
2 mixed;

3 16. Establish a budget and make expenditures;

4 17. Borrow money;

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

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

12 20. Establish and elect an Executive Committee,
13 including a chair and a vice chair;

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

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

19 D. The Executive Committee

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

24 a. Oversee the day-to-day activities of the
25 administration of the Compact including enforcement and compliance
26 with the provisions of the Compact, its Rules and bylaws, and other
27 such duties as deemed necessary;

1 **b. Recommend to the Compact Commission changes to**
2 **the Rules or bylaws, changes to this Compact legislation, fees**
3 **charged to Compact Member States, fees charged to Licensees, and**
4 **other fees;**

5 **c. Ensure Compact administration services are**
6 **appropriately provided, including by contract;**

7 **d. Prepare and recommend the budget;**

8 **e. Maintain financial records on behalf of the**
9 **Compact Commission;**

10 **f. Monitor Compact compliance of Member States**
11 **and provide compliance reports to the Compact Commission;**

12 **g. Establish additional committees as necessary;**

13 **h. Exercise the powers and duties of the Compact**
14 **Commission during the interim between Compact Commission meetings,**
15 **except for adopting or amending Rules, adopting or amending bylaws,**
16 **and exercising any other powers and duties expressly reserved to**
17 **the Compact Commission by Rule or bylaw; and**

18 **i. Other duties as provided in the Rules or**
19 **bylaws of the Compact Commission.**

20 **2. The Executive Committee shall be composed of nine**
21 **members:**

22 **a. The chair and vice chair of the Compact**
23 **Commission shall be voting members of the Executive Committee;**

24 **b. Five voting members from the current**
25 **membership of the Compact Commission, elected by the Compact**
26 **Commission;**

27 **c. One ex-officio, nonvoting member from a**

1 recognized professional association representing dietitians; and

2 d. One ex-officio, nonvoting member from a
3 recognized national credentialing organization for dietitians.

4 3. The Compact Commission may remove any member of the
5 Executive Committee as provided in the Compact Commission's bylaws.

6 4. The Executive Committee shall meet at least
7 annually.

8 a. Executive Committee meetings shall be open to
9 the public, except that the Executive Committee may meet in a
10 closed, non-public meeting as provided in subsection (F)(2).

11 b. The Executive Committee shall give 30 days'
12 notice of its meetings, posted on the website of the Compact
13 Commission and as determined to provide notice to persons with an
14 interest in the business of the Compact Commission.

15 c. The Executive Committee may hold a special
16 meeting in accordance with subsection (F)(1)(b).

17 E. The Compact Commission shall adopt and provide to the
18 Member States an annual report.

19 F. Meetings of the Compact Commission

20 1. All meetings shall be open to the public, except
21 that the Compact Commission may meet in a closed, non-public
22 meeting as provided in subsection (F)(2).

23 a. Public notice for all meetings of the full
24 Compact Commission shall be given in the same manner as required
25 under the rulemaking provisions in Section 10, except that the
26 Compact Commission may hold a special meeting as provided in
27 subsection (F)(1)(b).

1 b. The Compact Commission may hold a special
2 meeting when it must meet to conduct emergency business by giving 24
3 hours' notice to all Member States, on the Compact Commission's
4 website, and other means as provided in the Compact Commission's
5 Rules. The Compact Commission's legal counsel shall certify that
6 the Compact Commission's need to meet qualifies as an emergency.

7 2. The Compact Commission or the Executive Committee
8 or other committees of the Compact Commission may convene in a
9 closed, non-public meeting for the Compact Commission or Executive
10 Committee or other committees of the Compact Commission to receive
11 legal advice or to discuss:

12 a. Non-compliance of a Member State with its
13 obligations under the Compact;

14 b. The employment, compensation, discipline, or
15 other matters, practices, or procedures related to specific
16 employees;

17 c. Current or threatened discipline of a Licensee
18 by the Compact Commission or by a Member State's Licensing
19 Authority;

20 d. Current, threatened, or reasonably
21 anticipated litigation;

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

24 f. Accusing any person of a crime or formally
25 censuring any person;

26 g. Trade secrets or commercial or financial
27 information that is privileged or confidential;

1 h. Information of a personal nature where
2 disclosure would constitute a clearly unwarranted invasion of
3 personal privacy;

4 i. Investigative records compiled for law
5 enforcement purposes;

6 j. Information related to any investigative
7 reports prepared by or on behalf of or for use of the Compact
8 Commission or other committee charged with responsibility of
9 investigation or determination of compliance issues pursuant to the
10 Compact;

11 k. Matters specifically exempted from disclosure
12 by federal or Member State law; or

13 l. Other matters as specified in the Rules of the
14 Compact Commission.

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

19 4. The Compact Commission shall keep minutes that
20 fully and clearly describe all matters discussed in a meeting and
21 shall provide a full and accurate summary of actions taken, and the
22 reasons therefore, including a description of the views expressed.
23 All documents considered in connection with an action shall be
24 identified in such minutes. All minutes and documents of a closed
25 meeting shall remain under seal, subject to release only by a
26 majority vote of the Compact Commission or order of a court of
27 competent jurisdiction.

1 G. Financing of the Compact Commission

2 1. The Compact Commission shall pay, or provide for
3 the payment of, the reasonable expenses of its establishment,
4 organization, and ongoing activities.

5 2. The Compact Commission may accept any and all
6 appropriate revenue sources as provided in subsection (C)(13).

7 3. The Compact Commission may levy on and collect an
8 annual assessment from each Member State and impose fees on
9 Licensees of Member States to whom it grants a Compact Privilege to
10 cover the cost of the operations and activities of the Compact
11 Commission and its staff, which must, in a total amount, be
12 sufficient to cover its annual budget as approved each year for
13 which revenue is not provided by other sources. The aggregate
14 annual assessment amount for Member States shall be allocated based
15 upon a formula that the Compact Commission shall promulgate by
16 Rule.

17 4. The Compact Commission shall not incur obligations
18 of any kind prior to securing the funds adequate to meet the same;
19 nor shall the Compact Commission pledge the credit of any of the
20 Member States, except by and with the authority of the Member State.

21 5. The Compact Commission shall keep accurate accounts
22 of all receipts and disbursements. The receipts and disbursements
23 of the Compact Commission shall be subject to the financial review
24 and accounting procedures established under its bylaws. However,
25 all receipts and disbursements of funds handled by the Compact
26 Commission shall be subject to an annual financial review by a
27 certified or licensed public accountant, and the report of the

1 financial review shall be included in and become part of the annual
2 report of the Compact Commission.

3 H. Qualified Immunity, Defense, and Indemnification

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

19 2. The Compact Commission shall defend any member,
20 officer, executive director, employee, and representative of the
21 Compact Commission in any civil action seeking to impose liability
22 arising out of any actual or alleged act, error, or omission that
23 occurred within the scope of Compact Commission employment, duties,
24 or responsibilities, or as determined by the Compact Commission
25 that the person against whom the claim is made had a reasonable
26 basis for believing occurred within the scope of Compact Commission
27 employment, duties, or responsibilities; provided that nothing

1 herein shall be construed to prohibit that person from retaining
2 their own counsel at their own expense; and provided further, that
3 the actual or alleged act, error, or omission did not result from
4 that person's intentional or willful or wanton misconduct.

5 3. The Compact Commission shall indemnify and hold
6 harmless any member, officer, executive director, employee, and
7 representative of the Compact Commission for the amount of any
8 settlement or judgment obtained against that person arising out of
9 any actual or alleged act, error, or omission that occurred within
10 the scope of Compact Commission employment, duties, or
11 responsibilities, or that such person had a reasonable basis for
12 believing occurred within the scope of Compact Commission
13 employment, duties, or responsibilities, provided that the actual
14 or alleged act, error, or omission did not result from the
15 intentional or willful or wanton misconduct of that person.

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

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

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

1 SECTION 9. DATA SYSTEM

2 A. The Compact Commission shall provide for the
3 development, maintenance, operation, and utilization of a
4 coordinated Data System.

5 B. The Compact Commission shall assign each applicant for a
6 Compact Privilege a unique identifier, as determined by the Rules.

7 C. Notwithstanding any other provision of State law to the
8 contrary, a Member State shall submit a uniform data set to the Data
9 System on all individuals to whom this Compact is applicable as
10 required by the Rules of the Compact Commission, including:

11 1. Identifying information;

12 2. Licensure data;

13 3. Adverse Actions against a License or Compact
14 Privilege and information related thereto;

15 4. Non-confidential information related to
16 Alternative Program participation, the beginning and ending dates
17 of such participation, and other information related to such
18 participation not made confidential under Member State law;

19 5. Any denial of application for licensure, and the
20 reason(s) for such denial;

21 6. The presence of Current Significant Investigative
22 Information; and

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

26 D. The records and information provided to a Member State
27 pursuant to this Compact or through the Data System, when certified

1 by the Compact Commission or an agent thereof, shall constitute the
2 authenticated business records of the Compact Commission, and shall
3 be entitled to any associated hearsay exception in any relevant
4 judicial, quasi-judicial, or administrative proceedings in a
5 Member State.

6 E. Current Significant Investigative Information
7 pertaining to a Licensee in any Member State will only be available
8 to other Member States.

9 F. It is the responsibility of the Member States to report
10 any Adverse Action against a Licensee and to monitor the Data System
11 to determine whether any Adverse Action has been taken against a
12 Licensee. Adverse Action information pertaining to a Licensee in
13 any Member State will be available to any other Member State.

14 G. Member States contributing information to the Data
15 System may designate information that may not be shared with the
16 public without the express permission of the contributing State.

17 H. Any information submitted to the Data System that is
18 subsequently expunged pursuant to federal law or the laws of the
19 Member State contributing the information shall be removed from the
20 Data System.

21 SECTION 10. RULEMAKING

22 A. The Compact Commission shall promulgate reasonable Rules
23 in order to effectively and efficiently implement and administer
24 the purposes and provisions of the Compact. A Rule shall be invalid
25 and have no force or effect only if a court of competent
26 jurisdiction holds that the Rule is invalid because the Compact
27 Commission exercised its rulemaking authority in a manner that is

1 beyond the scope and purposes of the Compact, or the powers granted
2 hereunder, or based upon another applicable standard of review.

3 B. The Rules of the Compact Commission shall have the force
4 of law in each Member State, provided however that where the Rules
5 conflict with the laws or regulations of a Member State that relate
6 to the procedures, actions, and processes a Licensed Dietitian is
7 permitted to undertake in that State and the circumstances under
8 which they may do so, as held by a court of competent jurisdiction,
9 the Rules of the Compact Commission shall be ineffective in that
10 State to the extent of the conflict.

11 C. The Compact Commission shall exercise its rulemaking
12 powers pursuant to the criteria set forth in this Section and the
13 Rules adopted thereunder. Rules shall become binding on the day
14 following adoption or as of the date specified in the Rule or
15 amendment, whichever is later.

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

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

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

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

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

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

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

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

10 H. The Notice of Proposed rulemaking shall include:

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

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

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

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

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

26 I. All hearings will be recorded. A copy of the recording
27 and all written comments and documents received by the Compact

1 Commission in response to the proposed Rule shall be available to
2 the public.

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

7 K. The Compact Commission shall, by majority vote of all
8 members, take final action on the proposed Rule based on the
9 rulemaking record and the full text of the Rule.

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

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

17 3. The Compact Commission shall determine a reasonable
18 effective date for the Rule. Except for an emergency as provided in
19 Section 10(L), the effective date of the Rule shall be no sooner
20 than 30 days after issuing the notice that it adopted or amended the
21 Rule.

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

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

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

2. Prevent a loss of Compact Commission or Member State funds;

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

4. Protect public health and safety.

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

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

SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

A. Oversight

1. The executive and judicial branches of State

1 government in each Member State shall enforce this Compact and take
2 all actions necessary and appropriate to implement this Compact.

3 2. Except as otherwise provided in this Compact, venue
4 is proper and judicial proceedings by or against the Compact
5 Commission shall be brought solely and exclusively in a court of
6 competent jurisdiction where the principal office of the Compact
7 Commission is located. The Compact Commission may waive venue and
8 jurisdictional defenses to the extent it adopts or consents to
9 participate in alternative dispute resolution proceedings. Nothing
10 herein shall affect or limit the selection or propriety of venue in
11 any action against a Licensee for professional malpractice,
12 misconduct, or any such similar matter.

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

20 B. Default, Technical Assistance, and Termination

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

1 technical assistance regarding the default.

2 2. The Compact Commission shall provide a copy of the
3 notice of default to the other Member States.

4 C. If a State in default fails to cure the default, the
5 defaulting State may be terminated from the Compact upon an
6 affirmative vote of a majority of the delegates of the Member
7 States, and all rights, privileges, and benefits conferred on that
8 State by this Compact may be terminated on the effective date of
9 termination. A cure of the default does not relieve the offending
10 State of obligations or liabilities incurred during the period of
11 default.

12 D. Termination of membership in the Compact shall be imposed
13 only after all other means of securing compliance have been
14 exhausted. Notice of intent to suspend or terminate shall be given
15 by the Compact Commission to the governor, the majority and
16 minority leaders of the defaulting State's legislature, the
17 defaulting State's Licensing Authority, and each of the Member
18 States' Licensing Authority.

19 E. A State that has been terminated is responsible for all
20 assessments, obligations, and liabilities incurred through the
21 effective date of termination, including obligations that extend
22 beyond the effective date of termination.

23 F. Upon the termination of a State's membership from this
24 Compact, that State shall immediately provide notice to all
25 Licensees within that State of such termination. The terminated
26 State shall continue to recognize all Compact Privileges granted
27 pursuant to this Compact for a minimum of six months after the date

1 of said notice of termination.

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

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

11 I. Dispute Resolution

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

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

19 J. Enforcement

20 1. By supermajority vote, the Compact Commission may
21 initiate legal action against a Member State in default in the
22 United States District Court for the District of Columbia or the
23 federal district where the Compact Commission has its principal
24 offices to enforce compliance with the provisions of the Compact
25 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

1 litigation, including reasonable attorney's fees. The remedies
2 herein shall not be the exclusive remedies of the Compact
3 Commission. The Compact Commission may pursue any other remedies
4 available under federal or the defaulting Member State's law.

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

13 3. No party other than a Member State shall enforce
14 this Compact against the Compact Commission.

15 SECTION 12. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

16 A. The Compact shall come into effect on the date on which
17 the Compact statute is enacted into law in the seventh Member State.

18 1. On or after the effective date of the Compact, the
19 Compact Commission shall convene and review the enactment of each
20 of the first seven Member States ("Charter Member States") to
21 determine if the statute enacted by each such Charter Member State
22 is materially different than the model Compact statute.

23 a. A Charter Member State whose enactment is
24 found to be materially different from the model Compact statute
25 shall be entitled to the default process set forth in Section 11.

26 b. If any Member State is later found to be in
27 default, or is terminated, or withdraws from the Compact, the

1 Compact Commission shall remain in existence and the Compact shall
2 remain in effect even if the number of Member States should be less
3 than seven.

4 2. Member States enacting the Compact subsequent to
5 the seven initial Charter Member States shall be subject to the
6 process set forth in Section 8(C)(21) to determine if their
7 enactments are materially different from the model Compact statute
8 and whether they qualify for participation in the Compact.

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

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

22 B. Any Member State may withdraw from this Compact by
23 enacting a statute repealing the same.

24 1. A Member State's withdrawal shall not take effect
25 until 180 days after enactment of the repealing statute.

26 2. Withdrawal shall not affect the continuing
27 requirement of the withdrawing State's Licensing Authority to

1 comply with the investigative and Adverse Action reporting
2 requirements of this Compact prior to the effective date of
3 withdrawal.

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

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

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

19 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

26 B. The provisions of this Compact shall be severable and if
27 any phrase, clause, sentence, or provision of this Compact is held

by a court of competent jurisdiction to be contrary to the constitution of any Member State, a State seeking participation in the Compact, or of the United States, or the applicability thereof to any government, agency, person, or circumstance is held to be unconstitutional by a court of competent jurisdiction, the validity of the remainder of this Compact and the applicability thereof to any other government, agency, person, or circumstance shall not be affected thereby.

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

SECTION 14. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS

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

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

C. All permissible agreements between the Compact Commission and the Member States are binding in accordance with

1 their terms.

2 Sec. 701.452. ADMINISTRATION OF COMPACT. The department is
3 the Dietitian Licensure Compact administrator for this state.

4 Sec. 701.453. RULES. The commission may adopt rules as
5 necessary to implement this subchapter.

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