

STATE OF OKLAHOMA

1st Session of the 60th Legislature (2025)

SENATE BILL 540

By: Stanley

AS INTRODUCED

An Act relating to professions and occupations; enacting the Dentist and Dental Hygienist Compact and authorizing the Governor to enter into the Compact with certain jurisdictions; setting forth form of the Compact; providing for codification; and providing an effective date.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 329.1 of Title 59, unless there is created a duplication in numbering, reads as follows:

The Dentist and Dental Hygienist Compact is hereby enacted into law and the Governor shall enter into the Compact on behalf of the State of Oklahoma with any jurisdiction legally joined therein, in the form substantially as set forth in this act.

SECTION 2. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 329.2 of Title 59, unless there is created a duplication in numbering, reads as follows:

DENTIST AND DENTAL HYGIENIST COMPACT

1 SECTION 1: TITLE AND PURPOSE

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

16 A. Enables Dentists and Dental Hygienists who qualify for a
17 Compact Privilege to practice in other Participating States without
18 satisfying burdensome and duplicative requirements associated with
19 securing a License to practice in those States.

20 B. Promotes mobility and addresses workforce shortages through
21 each Participating State's acceptance of a Compact Privilege to
22 practice in that State.

1 C. Increases public access to qualified, licensed Dentists and
2 Dental Hygienists by creating a responsible, streamlined pathway for
3 Licensees to practice in Participating States.

4 D. Enhances the ability of Participating States to protect the
5 public's health and safety.

6 E. Does not interfere with licensure requirements established
7 by a Participating State.

8 F. Facilitates the sharing of licensure and disciplinary
9 information among Participating States.

10 G. Requires Dentists and Dental Hygienists who practice in a
11 Participating State pursuant to a Compact Privilege to practice
12 within the Scope of Practice authorized in that State.

13 H. Extends the authority of a Participating State to regulate
14 the practice of dentistry and dental hygiene within its borders to
15 Dentists and Dental Hygienists who practice in the State through a
16 Compact Privilege.

17 I. Promotes the cooperation of Participating States in
18 regulating the practice of dentistry and dental hygiene within those
19 States.

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

22 SECTION 2: DEFINITIONS

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

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

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

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

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

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

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

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

1 H. "Continuing Professional Development" means a requirement,
2 as a condition of License renewal, to provide evidence of successful
3 participation in educational or professional activities relevant to
4 practice or area of work.

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

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

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

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

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

1 N. "Encumbered License" means a License that a State Licensing
2 Authority has limited in any way other than through an Alternative
3 Program.

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

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

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

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

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

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

1 U. "Qualifying License" means a License that is not an
2 Encumbered License issued by a Participating State to practice
3 dentistry or dental hygiene.

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

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

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

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

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

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

7 SECTION 3: STATE PARTICIPATION IN THE COMPACT

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

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

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

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

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

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

22 6. Comply with the Commission Rules applicable to a
23 Participating State;

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

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

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

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

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

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

1 B. Providing alternative pathways for an individual to obtain
2 an unrestricted License does not disqualify a State from
3 participating in the Compact.

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

- 6 1. Consider that information in making a licensure decision;
- 7 2. Maintain documentation of completion of the Criminal
8 Background Check and background check information to the extent
9 allowed by State and federal law; and

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

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

20 SECTION 4: COMPACT PRIVILEGE

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

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

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

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

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

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

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

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

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

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

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

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

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

18 B. The Licensee must comply with the requirements of subsection
19 A of this section to maintain the Compact Privilege in the Remote
20 State. If those requirements are met, the Compact Privilege will
21 continue as long as the Licensee maintains a Qualifying License in
22 the State through which the Licensee applied for the Compact
23 Privilege and pays any applicable Compact Privilege renewal fees.
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1 C. A Licensee providing dentistry or dental hygiene in a Remote
2 State under the Compact Privilege shall function within the Scope of
3 Practice authorized by the Remote State for a Dentist or Dental
4 Hygienist licensed in that State.

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

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

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

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

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

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

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

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

14 SECTION 5: ACTIVE MILITARY MEMBER OR THEIR SPOUSES

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

21 SECTION 6: ADVERSE ACTIONS

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

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

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

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

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

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

23 2. In furtherance of its rights and responsibilities under the
24 Compact and the Commission's Rules, issue subpoenas for both

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

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

15 F. Joint Investigations.

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

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

24 G. Authority to Continue Investigation.

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

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

11 SECTION 7: ESTABLISHMENT AND OPERATION OF THE COMMISSION

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

19 B. Participation, Voting, and Meetings.

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

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

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

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

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

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

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

19 C. The Commission shall have the following powers:

20 1. Establish the fiscal year of the Commission;

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

23 3. Adopt Rules and bylaws;
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1 4. Maintain its financial records in accordance with the
2 bylaws;

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

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

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

13 8. Purchase and maintain insurance and bonds;

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

16 10. Conduct an annual financial review;

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

23 12. As set forth in the Commission Rules, charge a fee to a
24 Licensee for the grant of a Compact Privilege in a Remote State and

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

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

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

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

19 16. Establish a budget and make expenditures;

20 17. Borrow money;

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

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

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

8 21. Establish and elect an Executive Board;

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

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

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

16 D. Meetings of the Commission.

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

21 2. Notwithstanding subsection D.1 of this section, the
22 Commission may convene an emergency public meeting by providing at
23 least twenty-four (24) hours' prior notice on the Commission's
24 website, and any other means as provided in the Commission's Rules,

1 for any of the reasons it may dispense with notice of proposed
2 rulemaking under Section 9.L. The Commission's legal counsel shall
3 certify that one of the reasons justifying an emergency public
4 meeting has been met.

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

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

- 12 a. non-compliance of a Participating State with its
13 obligations under the Compact,
- 14 b. the employment, compensation, discipline or other
15 matters, practices or procedures related to specific
16 employees or other matters related to the Commission's
17 internal personnel practices and procedures,
- 18 c. current or threatened discipline of a Licensee or
19 Compact Privilege holder by the Commission or by a
20 Participating State's Licensing Authority,
- 21 d. current, threatened, or reasonably anticipated
22 litigation,
- 23 e. negotiation of contracts for the purchase, lease, or
24 sale of goods, services, or real estate,

- 1 f. accusing any person of a crime or formally censuring
- 2 any person,
- 3 g. trade secrets or commercial or financial information
- 4 that is privileged or confidential,
- 5 h. information of a personal nature where disclosure
- 6 would constitute a clearly unwarranted invasion of
- 7 personal privacy,
- 8 i. investigative records compiled for law enforcement
- 9 purposes,
- 10 j. information related to any investigative reports
- 11 prepared by or on behalf of or for use of the
- 12 Commission or other committee charged with
- 13 responsibility of investigation or determination of
- 14 compliance issues pursuant to the Compact,
- 15 k. legal advice,
- 16 l. matters specifically exempted from disclosure to the
- 17 public by federal or Participating State law, and
- 18 m. other matters as promulgated by the Commission by
- 19 Rule.

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

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

9 E. Financing of the Commission.

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

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

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

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

5 5. The Commission shall keep accurate accounts of all receipts
6 and disbursements. The receipts and disbursements of the Commission
7 shall be subject to the financial review and accounting procedures
8 established under its bylaws. All receipts and disbursements of
9 funds handled by the Commission shall be subject to an annual
10 financial review by a certified or licensed public accountant, and
11 the report of the financial review shall be included in and become
12 part of the annual report of the Commission.

13 F. The Executive Board.

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

- 17 a. overseeing the day-to-day activities of the
18 administration of the Compact including compliance
19 with the provisions of the Compact, the Commission's
20 Rules and bylaws,
21 b. recommending to the Commission changes to the Rules or
22 bylaws, changes to this Compact legislation, fees
23 charged to Compact Participating States, fees charged
24 to Licensees, and other fees,

- c. ensuring Compact administration services are appropriately provided, including by contract,
- d. preparing and recommending the budget,
- e. maintaining financial records on behalf of the Commission,
- f. monitoring Compact compliance of Participating States and providing compliance reports to the Commission,
- g. establishing additional committees as necessary,
- h. exercising the powers and duties of the Commission during the interim between Commission meetings, except for adopting or amending Rules, adopting or amending bylaws, and exercising any other powers and duties expressly reserved to the Commission by Rule or bylaw, and
- i. other duties as provided in the Rules or bylaws of the Commission.

2. The Executive Board shall be composed of up to seven (7)

members:

- a. the Chair, Vice Chair, Secretary and Treasurer of the Commission and any other members of the Commission who serve on the Executive Board shall be voting members of the Executive Board, and
- b. other than the Chair, Vice Chair, Secretary, and Treasurer, the Commission may elect up to three (3)

1 voting members from the current membership of the
2 Commission.

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

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

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

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

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

19 a. meet an imminent threat to public health, safety, or
20 welfare,

21 b. prevent a loss of Commission or Participating State
22 funds, or

23 c. protect public health and safety.

24 G. Qualified Immunity, Defense, and Indemnification.

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

15 2. The Commission shall defend any member, officer, executive
16 director, employee, and representative of the Commission in any
17 civil action seeking to impose liability arising out of any actual
18 or alleged act, error, or omission that occurred within the scope of
19 Commission employment, duties, or responsibilities, or as determined
20 by the Commission that the person against whom the claim is made had
21 a reasonable basis for believing occurred within the scope of
22 Commission employment, duties, or responsibilities; provided that
23 nothing herein shall be construed to prohibit that person from
24 retaining their own counsel at their own expense; and provided

1 further, that the actual or alleged act, error, or omission did not
2 result from that person's intentional or willful or wanton
3 misconduct.

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

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

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

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

5 SECTION 8: DATA SYSTEM

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

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

- 15 1. Identifying information;
- 16 2. Licensure data;
- 17 3. Adverse Actions against a Licensee, License applicant or
18 Compact Privilege and information related thereto;
- 19 4. Non-confidential information related to Alternative Program
20 participation, the beginning and ending dates of such participation,
21 and other information related to such participation;
- 22 5. Any denial of an application for licensure, and the
23 reason(s) for such denial (excluding the reporting of any criminal
24 history record information where prohibited by law);

1 6. The presence of Significant Investigative Information; and

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

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

12 D. Significant Investigative Information pertaining to a
13 Licensee in any Participating State will only be available to other
14 Participating States.

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

21 F. Participating States contributing information to the Data
22 System may designate information that may not be shared with the
23 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 removed
4 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 purposes
8 and provisions of the Compact. A Commission Rule shall be invalid
9 and have no force or effect only if a court of competent
10 jurisdiction holds that the Rule is invalid because the Commission
11 exercised its rulemaking authority in a manner that is beyond the
12 scope and purposes of the Compact, or the powers granted hereunder,
13 or based upon another applicable standard of review.

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

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

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

8 E. Rules shall be adopted at a regular or special meeting of
9 the Commission.

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

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

17 1. On the website of the Commission or other publicly
18 accessible platform;

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

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

22 H. The Notice of Proposed Rulemaking shall include:

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

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

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

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

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

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

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

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

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

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

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

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

10 L. Upon determination that an emergency exists, the Commission
11 may consider and adopt an emergency Rule with twenty-four (24)
12 hours' notice, with opportunity to comment, provided that the usual
13 rulemaking procedures provided in the Compact and in this section
14 shall be retroactively applied to the Rule as soon as reasonably
15 possible, in no event later than ninety (90) days after the
16 effective date of the Rule. For the purposes of this provision, an
17 emergency Rule is one that must be adopted immediately in order to:

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

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

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

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

14 N. No Participating State's rulemaking requirements shall apply
15 under this Compact.

16 SECTION 10: OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

17 A. Oversight.

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

21 2. Venue is proper and judicial proceedings by or against the
22 Commission shall be brought solely and exclusively in a court of
23 competent jurisdiction where the principal office of the Commission
24 is located. The Commission may waive venue and jurisdictional

1 defenses to the extent it adopts or consents to participate in
2 alternative dispute resolution proceedings. Nothing herein shall
3 affect or limit the selection or propriety of venue in any action
4 against a Licensee for professional malpractice, misconduct or any
5 such similar matter.

6 3. The Commission shall be entitled to receive service of
7 process in any proceeding regarding the enforcement or
8 interpretation of the Compact or Commission Rule and shall have
9 standing to intervene in such a proceeding for all purposes.
10 Failure to provide the Commission service of process shall render a
11 judgment or order void as to the Commission, this Compact, or
12 promulgated Rules.

13 B. Default, Technical Assistance, and Termination.

14 1. If the Commission determines that a Participating State has
15 defaulted in the performance of its obligations or responsibilities
16 under this Compact or the promulgated Rules, the Commission shall
17 provide written notice to the defaulting State. The notice of
18 default shall describe the default, the proposed means of curing the
19 default, and any other action that the Commission may take, and
20 shall offer training and specific technical assistance regarding the
21 default.

22 2. The Commission shall provide a copy of the notice of default
23 to the other Participating States.
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1 C. If a State in default fails to cure the default, the
2 defaulting State may be terminated from the Compact upon an
3 affirmative vote of a majority of the Commissioners, and all rights,
4 privileges and benefits conferred on that State by this Compact may
5 be terminated on the effective date of termination. A cure of the
6 default does not relieve the offending State of obligations or
7 liabilities incurred during the period of default.

8 D. Termination of participation in the Compact shall be imposed
9 only after all other means of securing compliance have been
10 exhausted. Notice of intent to suspend or terminate shall be given
11 by the Commission to the governor, the majority and minority leaders
12 of the defaulting State's legislature, the defaulting State's State
13 Licensing Authority or Authorities, as applicable, and each of the
14 Participating States' State Licensing Authority or Authorities, as
15 applicable.

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

20 F. Upon the termination of a State's participation in this
21 Compact, that State shall immediately provide notice to all
22 Licensees of the State, including Licensees of other Participating
23 States issued a Compact Privilege to practice within that State, of
24 such termination. The terminated State shall continue to recognize

1 all Compact Privileges then in effect in that State for a minimum of
2 one hundred eighty (180) days after the date of said notice of
3 termination.

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

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

13 I. Dispute Resolution.

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

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

21 J. Enforcement.

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

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

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

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

23 SECTION 11: EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT
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1 A. The Compact shall come into effect on the date on which the
2 Compact statute is enacted into law in the seventh Participating
3 State.

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

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

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

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

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

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

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

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

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

22 3. Upon the enactment of a statute withdrawing from this
23 Compact, the State shall immediately provide notice of such
24 withdrawal to all Licensees within that State. Notwithstanding any

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

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

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

14 SECTION 12: CONSTRUCTION AND SEVERABILITY

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

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

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

7 C. Notwithstanding subsection B of this section, the Commission
8 may deny a State's participation in the Compact or, in accordance
9 with 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 State,
14 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
18 LAWS

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

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

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

SECTION 3. This act shall become effective November 1, 2025.

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