

SENATE BILL 21

J2

(PRE-FILED)

5lr0866
CF HB 45

By: **Senator Gile**

Requested: September 17, 2024

Introduced and read first time: January 8, 2025

Assigned to: Finance

A BILL ENTITLED

1 AN ACT concerning

2 **Dentist and Dental Hygienist Compact**

3 FOR the purpose of entering into the Dentist and Dental Hygienist Compact; authorizing
4 a dentist or dental hygienist to practice in a participating state under certain scope
5 of practice rules; establishing the Dentist and Dental Hygienist Compact
6 Commission to oversee the Compact and its duties and powers; and generally
7 relating to the Dentist and Dental Hygienist Compact.

8 BY adding to

9 Article – Health Occupations

10 Section 4–3A–01 to be under the new subtitle “Subtitle 3A. Dentist and Dental
11 Hygienist Interstate Compact”

12 Annotated Code of Maryland

13 (2021 Replacement Volume and 2024 Supplement)

14 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
15 That the Laws of Maryland read as follows:

16 **Article – Health Occupations**

17 **SUBTITLE 3A. DENTIST AND DENTAL HYGIENIST INTERSTATE COMPACT.**

18 **4–3A–01.**

19 **SECTION 1. TITLE AND PURPOSE.**

20 **THIS STATUTE SHALL BE KNOWN AND CITED AS THE DENTIST AND DENTAL**
21 **HYGIENIST COMPACT. THE PURPOSES OF THIS COMPACT ARE TO FACILITATE THE**
22 **INTERSTATE PRACTICE OF DENTISTRY AND DENTAL HYGIENE AND IMPROVE PUBLIC**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 ACCESS TO DENTISTRY AND DENTAL HYGIENE SERVICES BY PROVIDING DENTISTS
2 AND DENTAL HYGIENISTS LICENSED IN A PARTICIPATING STATE THE ABILITY TO
3 PRACTICE IN PARTICIPATING STATES IN WHICH THEY ARE NOT LICENSED. THE
4 COMPACT DOES THIS BY ESTABLISHING A PATHWAY FOR DENTISTS AND DENTAL
5 HYGIENISTS LICENSED IN A PARTICIPATING STATE TO OBTAIN A COMPACT
6 PRIVILEGE THAT AUTHORIZES THEM TO PRACTICE IN ANOTHER PARTICIPATING
7 STATE IN WHICH THEY ARE NOT LICENSED. THE COMPACT ENABLES PARTICIPATING
8 STATES TO PROTECT THE PUBLIC HEALTH AND SAFETY WITH RESPECT TO THE
9 PRACTICE OF SUCH DENTISTS AND DENTAL HYGIENISTS, THROUGH THE STATE'S
10 AUTHORITY TO REGULATE THE PRACTICE OF DENTISTRY AND DENTAL HYGIENE IN
11 THE STATE. THE COMPACT:

12 (A) ENABLES DENTISTS AND DENTAL HYGIENISTS WHO QUALIFY FOR A
13 COMPACT PRIVILEGE TO PRACTICE IN OTHER PARTICIPATING STATES WITHOUT
14 SATISFYING BURDENSOME AND DUPLICATIVE REQUIREMENTS ASSOCIATED WITH
15 SECURING A LICENSE TO PRACTICE IN THOSE STATES;

16 (B) PROMOTES MOBILITY AND ADDRESSES WORKFORCE SHORTAGES
17 THROUGH EACH PARTICIPATING STATE'S ACCEPTANCE OF A COMPACT PRIVILEGE
18 TO PRACTICE IN THAT STATE;

19 (C) INCREASES PUBLIC ACCESS TO QUALIFIED, LICENSED DENTISTS AND
20 DENTAL HYGIENISTS BY CREATING A RESPONSIBLE, STREAMLINED PATHWAY FOR
21 LICENSEES TO PRACTICE IN PARTICIPATING STATES;

22 (D) ENHANCES THE ABILITY OF PARTICIPATING STATES TO PROTECT THE
23 PUBLIC'S HEALTH AND SAFETY;

24 (E) DOES NOT INTERFERE WITH LICENSURE REQUIREMENTS ESTABLISHED
25 BY A PARTICIPATING STATE;

26 (F) FACILITATES THE SHARING OF LICENSURE AND DISCIPLINARY
27 INFORMATION AMONG PARTICIPATING STATES;

28 (G) REQUIRES DENTISTS AND DENTAL HYGIENISTS WHO PRACTICE IN A
29 PARTICIPATING STATE PURSUANT TO A COMPACT PRIVILEGE TO PRACTICE WITHIN
30 THE SCOPE OF PRACTICE AUTHORIZED IN THAT STATE;

31 (H) EXTENDS THE AUTHORITY OF A PARTICIPATING STATE TO REGULATE
32 THE PRACTICE OF DENTISTRY AND DENTAL HYGIENE WITHIN ITS BORDERS TO
33 DENTISTS AND DENTAL HYGIENISTS WHO PRACTICE IN THE STATE THROUGH A
34 COMPACT PRIVILEGE;

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. § 20.3(D) FROM THE**
9 **FEDERAL BUREAU OF INVESTIGATION AND THE STATE’S CRIMINAL HISTORY**
10 **RECORD REPOSITORY AS DEFINED IN 28 C.F.R. § 20.3(F).**

11 **(J) “DATA SYSTEM” MEANS THE COMMISSION’S REPOSITORY OF**
12 **INFORMATION ABOUT LICENSEES, INCLUDING BUT NOT LIMITED TO EXAMINATION,**
13 **LICENSURE, INVESTIGATIVE, COMPACT PRIVILEGE, ADVERSE ACTION, AND**
14 **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 COMPOSED OF EACH STATE THAT HAS ENACTED THE COMPACT AND A**
22 **NATIONAL ADMINISTRATIVE BODY COMPOSED OF A COMMISSIONER FROM EACH**
23 **STATE THAT HAS ENACTED THE COMPACT.**

24 **(N) “ENCUMBERED LICENSE” MEANS A LICENSE THAT A STATE LICENSING**
25 **AUTHORITY HAS LIMITED IN ANY WAY OTHER THAN THROUGH AN ALTERNATIVE**
26 **PROGRAM.**

27 **(O) “EXECUTIVE BOARD” MEANS THE CHAIR, VICE CHAIR, SECRETARY,**
28 **AND TREASURER AND ANY OTHER COMMISSIONERS AS MAY BE DETERMINED BY**
29 **COMMISSION RULE OR BYLAW.**

30 **(P) “JURISPRUDENCE REQUIREMENT” MEANS THE ASSESSMENT OF AN**
31 **INDIVIDUAL’S KNOWLEDGE OF THE LAWS AND RULES GOVERNING THE PRACTICE OF**
32 **DENTISTRY OR DENTAL HYGIENE, AS APPLICABLE, IN A STATE.**

1 (Q) "LICENSE" MEANS CURRENT AUTHORIZATION BY A STATE, OTHER THAN
2 AUTHORIZATION PURSUANT TO A COMPACT PRIVILEGE, OR OTHER PRIVILEGE, FOR
3 AN INDIVIDUAL TO PRACTICE AS A DENTIST OR DENTAL HYGIENIST IN THAT STATE.

4 (R) "LICENSEE" MEANS AN INDIVIDUAL WHO HOLDS AN UNRESTRICTED
5 LICENSE FROM A PARTICIPATING STATE TO PRACTICE AS A DENTIST OR DENTAL
6 HYGIENIST IN THAT STATE.

7 (S) "MODEL COMPACT" MEANS THE MODEL FOR THE DENTIST AND
8 DENTAL HYGIENIST COMPACT ON FILE WITH THE COUNCIL OF STATE
9 GOVERNMENTS OR OTHER ENTITY AS DESIGNATED BY THE COMMISSION.

10 (T) "PARTICIPATING STATE" MEANS A STATE THAT HAS ENACTED THE
11 COMPACT AND BEEN ADMITTED TO THE COMMISSION IN ACCORDANCE WITH THE
12 PROVISIONS HEREIN AND COMMISSION RULES.

13 (U) "QUALIFYING LICENSE" MEANS A LICENSE THAT IS NOT AN
14 ENCUMBERED LICENSE ISSUED BY A PARTICIPATING STATE TO PRACTICE
15 DENTISTRY OR DENTAL HYGIENE.

16 (V) "REMOTE STATE" MEANS A PARTICIPATING STATE WHERE A LICENSEE
17 WHO IS NOT LICENSED AS A DENTIST OR DENTAL HYGIENIST IS EXERCISING OR
18 SEEKING TO EXERCISE THE COMPACT PRIVILEGE.

19 (W) "RULE" MEANS A REGULATION PROMULGATED BY AN ENTITY THAT HAS
20 THE FORCE OF LAW.

21 (X) "SCOPE OF PRACTICE" MEANS THE PROCEDURES, ACTIONS, AND
22 PROCESSES A DENTIST OR DENTAL HYGIENIST LICENSED IN A STATE IS PERMITTED
23 TO UNDERTAKE IN THAT STATE AND THE CIRCUMSTANCES UNDER WHICH THE
24 LICENSEE IS PERMITTED TO UNDERTAKE THOSE PROCEDURES, ACTIONS, AND
25 PROCESSES. SUCH PROCEDURES, ACTIONS, AND PROCESSES AND THE
26 CIRCUMSTANCES UNDER WHICH THEY MAY BE UNDERTAKEN MAY BE ESTABLISHED
27 THROUGH MEANS, INCLUDING BUT NOT LIMITED TO STATUTE, REGULATIONS, CASE
28 LAW, AND OTHER PROCESSES AVAILABLE TO THE STATE LICENSING AUTHORITY OR
29 OTHER GOVERNMENT AGENCY.

30 (Y) "SIGNIFICANT INVESTIGATIVE INFORMATION" MEANS INFORMATION,
31 RECORDS, AND DOCUMENTS RECEIVED OR GENERATED BY A STATE LICENSING
32 AUTHORITY PURSUANT TO AN INVESTIGATION FOR WHICH A DETERMINATION HAS
33 BEEN MADE THAT THERE IS PROBABLE CAUSE TO BELIEVE THAT THE LICENSEE HAS
34 VIOLATED A STATUTE OR REGULATION THAT IS CONSIDERED MORE THAN A MINOR

1 INFRACTION FOR WHICH THE STATE LICENSING AUTHORITY COULD PURSUE
2 ADVERSE ACTION AGAINST THE LICENSEE.

3 (Z) "STATE" MEANS ANY STATE, COMMONWEALTH, DISTRICT, OR
4 TERRITORY OF THE UNITED STATES OF AMERICA THAT REGULATES THE PRACTICES
5 OF DENTISTRY AND DENTAL HYGIENE.

6 (AA) "STATE LICENSING AUTHORITY" MEANS AN AGENCY OR OTHER ENTITY
7 OF A STATE THAT IS RESPONSIBLE FOR THE LICENSING AND REGULATION OF
8 DENTISTS OR DENTAL HYGIENISTS.

9 **SECTION 3. STATE PARTICIPATION IN THE COMPACT.**

10 (A) IN ORDER TO JOIN THE COMPACT AND THEREAFTER CONTINUE AS A
11 PARTICIPATING STATE, A STATE MUST:

12 (1) ENACT A COMPACT THAT IS NOT MATERIALLY DIFFERENT FROM
13 THE MODEL COMPACT AS DETERMINED IN ACCORDANCE WITH COMMISSION RULES;

14 (2) PARTICIPATE FULLY IN THE COMMISSION'S DATA SYSTEM;

15 (3) HAVE A MECHANISM IN PLACE FOR RECEIVING AND
16 INVESTIGATING COMPLAINTS ABOUT ITS LICENSEES AND LICENSE APPLICANTS;

17 (4) NOTIFY THE COMMISSION, IN COMPLIANCE WITH THE TERMS OF
18 THE COMPACT AND COMMISSION RULES, OF ANY ADVERSE ACTION OR THE
19 AVAILABILITY OF SIGNIFICANT INVESTIGATIVE INFORMATION REGARDING A
20 LICENSEE AND LICENSE APPLICANT;

21 (5) FULLY IMPLEMENT A CRIMINAL BACKGROUND CHECK
22 REQUIREMENT, WITHIN A TIME FRAME ESTABLISHED BY COMMISSION RULE, BY
23 RECEIVING THE RESULTS OF A QUALIFYING CRIMINAL BACKGROUND CHECK;

24 (6) COMPLY WITH THE COMMISSION RULES APPLICABLE TO A
25 PARTICIPATING STATE;

26 (7) ACCEPT THE NATIONAL BOARD EXAMINATIONS OF THE JOINT
27 COMMISSION ON NATIONAL DENTAL EXAMINATIONS OR ANOTHER EXAMINATION
28 ACCEPTED BY COMMISSION RULE AS A LICENSURE EXAMINATION;

29 (8) ACCEPT FOR LICENSURE THAT APPLICANTS FOR A DENTIST
30 LICENSE GRADUATE FROM A PREDOCTORAL DENTAL EDUCATION PROGRAM
31 ACCREDITED BY THE COMMISSION ON DENTAL ACCREDITATION OR ANOTHER

1 ACCREDITING AGENCY RECOGNIZED BY THE UNITED STATES DEPARTMENT OF
2 EDUCATION FOR THE ACCREDITATION OF DENTISTRY AND DENTAL HYGIENE
3 EDUCATION PROGRAMS, LEADING TO THE DOCTOR OF DENTAL SURGERY (D.D.S.)
4 OR DOCTOR OF DENTAL MEDICINE (D.M.D.) DEGREE;

5 (9) ACCEPT FOR LICENSURE THAT APPLICANTS FOR A DENTAL
6 HYGIENIST LICENSE GRADUATE FROM A DENTAL HYGIENE EDUCATION PROGRAM
7 ACCREDITED BY THE COMMISSION ON DENTAL ACCREDITATION OR ANOTHER
8 ACCREDITING AGENCY RECOGNIZED BY THE UNITED STATES DEPARTMENT OF
9 EDUCATION FOR THE ACCREDITATION OF DENTISTRY AND DENTAL HYGIENE
10 PROGRAMS;

11 (10) REQUIRE FOR LICENSURE THAT APPLICANTS SUCCESSFULLY
12 COMPLETE A CLINICAL ASSESSMENT;

13 (11) HAVE CONTINUING PROFESSIONAL DEVELOPMENT
14 REQUIREMENTS AS A CONDITION FOR LICENSE RENEWAL; AND

15 (12) PAY A PARTICIPATION FEE TO THE COMMISSION AS ESTABLISHED
16 BY COMMISSION RULE.

17 (B) PROVIDING ALTERNATIVE PATHWAYS FOR AN INDIVIDUAL TO OBTAIN
18 AN UNRESTRICTED LICENSE DOES NOT DISQUALIFY A STATE FROM PARTICIPATING
19 IN THE COMPACT.

20 (C) WHEN CONDUCTING A CRIMINAL BACKGROUND CHECK, THE STATE
21 LICENSING AUTHORITY SHALL:

22 (1) CONSIDER THAT INFORMATION IN MAKING A LICENSURE
23 DECISION;

24 (2) MAINTAIN DOCUMENTATION OF COMPLETION OF THE CRIMINAL
25 BACKGROUND CHECK AND BACKGROUND CHECK INFORMATION TO THE EXTENT
26 ALLOWED BY STATE AND FEDERAL LAW; AND

27 (3) REPORT TO THE COMMISSION WHETHER IT HAS COMPLETED THE
28 CRIMINAL BACKGROUND CHECK AND WHETHER THE INDIVIDUAL WAS GRANTED OR
29 DENIED A LICENSE.

30 (D) A LICENSEE OF A PARTICIPATING STATE WHO HAS A QUALIFYING
31 LICENSE IN THAT STATE AND DOES NOT HOLD AN ENCUMBERED LICENSE IN ANY
32 OTHER PARTICIPATING STATE SHALL BE ISSUED A COMPACT PRIVILEGE IN A
33 REMOTE STATE IN ACCORDANCE WITH THE TERMS OF THE COMPACT AND

1 COMMISSION RULES. IF A REMOTE STATE HAS A JURISPRUDENCE REQUIREMENT A
2 COMPACT PRIVILEGE WILL NOT BE ISSUED TO THE LICENSEE UNLESS THE LICENSEE
3 HAS SATISFIED THE JURISPRUDENCE REQUIREMENT.

4 SECTION 4. COMPACT PRIVILEGE.

5 (A) TO OBTAIN AND EXERCISE THE COMPACT PRIVILEGE UNDER THE TERMS
6 AND PROVISIONS OF THE COMPACT, THE LICENSEE SHALL:

7 (1) HAVE A QUALIFYING LICENSE AS A DENTIST OR DENTAL
8 HYGIENIST IN A PARTICIPATING STATE;

9 (2) BE ELIGIBLE FOR A COMPACT PRIVILEGE IN ANY REMOTE STATE
10 IN ACCORDANCE WITH SUBSECTIONS (D), (G), AND (H) OF THIS SECTION;

11 (3) SUBMIT TO AN APPLICATION PROCESS WHENEVER THE LICENSEE
12 IS SEEKING THE COMPACT PRIVILEGE WITHIN A REMOTE STATE;

13 (4) PAY ANY APPLICABLE COMMISSION AND REMOTE STATE FEES
14 FOR A COMPACT PRIVILEGE IN THE REMOTE STATE;

15 (5) MEET ANY JURISPRUDENCE REQUIREMENT ESTABLISHED BY A
16 REMOTE STATE IN WHICH THE LICENSEE IS SEEKING A COMPACT PRIVILEGE;

17 (6) HAVE PASSED A NATIONAL BOARD EXAMINATION OF THE JOINT
18 COMMISSION ON NATIONAL DENTAL EXAMINATIONS OR ANOTHER EXAMINATION
19 ACCEPTED BY COMMISSION RULE;

20 (7) FOR A DENTIST, HAVE GRADUATED FROM A PREDOCTORAL
21 DENTAL EDUCATION PROGRAM ACCREDITED BY THE COMMISSION ON DENTAL
22 ACCREDITATION OR ANOTHER ACCREDITING AGENCY RECOGNIZED BY THE UNITED
23 STATES DEPARTMENT OF EDUCATION FOR THE ACCREDITATION OF DENTISTRY
24 AND DENTAL HYGIENE EDUCATION PROGRAMS, LEADING TO THE DOCTOR OF
25 DENTAL SURGERY (D.D.S.) OR DOCTOR OF DENTAL MEDICINE (D.M.D.) DEGREE;

26 (8) FOR A DENTAL HYGIENIST, HAVE GRADUATED FROM A DENTAL
27 HYGIENE EDUCATION PROGRAM ACCREDITED BY THE COMMISSION ON DENTAL
28 ACCREDITATION OR ANOTHER ACCREDITING AGENCY RECOGNIZED BY THE UNITED
29 STATES DEPARTMENT OF EDUCATION FOR THE ACCREDITATION OF DENTISTRY
30 AND DENTAL HYGIENE EDUCATION PROGRAMS;

31 (9) HAVE SUCCESSFULLY COMPLETED A CLINICAL ASSESSMENT FOR
32 LICENSURE;

1 **(10) REPORT TO THE COMMISSION ADVERSE ACTION TAKEN BY ANY**
2 **NONPARTICIPATING STATE WHEN APPLYING FOR A COMPACT PRIVILEGE AND**
3 **OTHERWISE WITHIN THIRTY (30) DAYS FROM THE DATE THE ADVERSE ACTION IS**
4 **TAKEN;**

5 **(11) REPORT TO THE COMMISSION WHEN APPLYING FOR A COMPACT**
6 **PRIVILEGE THE ADDRESS OF THE LICENSEE'S PRIMARY RESIDENCE AND**
7 **THEREAFTER IMMEDIATELY REPORT TO THE COMMISSION ANY CHANGE IN THE**
8 **ADDRESS OF THE LICENSEE'S PRIMARY RESIDENCE; AND**

9 **(12) CONSENT TO ACCEPT SERVICE OF PROCESS BY MAIL AT THE**
10 **LICENSEE'S PRIMARY RESIDENCE ON RECORD WITH THE COMMISSION WITH**
11 **RESPECT TO ANY ACTION BROUGHT AGAINST THE LICENSEE BY THE COMMISSION**
12 **OR A PARTICIPATING STATE, AND CONSENT TO ACCEPT SERVICE OF A SUBPOENA BY**
13 **MAIL AT THE LICENSEE'S PRIMARY RESIDENCE ON RECORD WITH THE COMMISSION**
14 **WITH RESPECT TO ANY ACTION BROUGHT OR INVESTIGATION CONDUCTED BY THE**
15 **COMMISSION OR A PARTICIPATING STATE.**

16 **(B) THE LICENSEE MUST COMPLY WITH THE REQUIREMENTS OF**
17 **SUBSECTION (A) OF THIS SECTION TO MAINTAIN THE COMPACT PRIVILEGE IN THE**
18 **REMOTE STATE. IF THOSE REQUIREMENTS ARE MET, THE COMPACT PRIVILEGE WILL**
19 **CONTINUE AS LONG AS THE LICENSEE MAINTAINS A QUALIFYING LICENSE IN THE**
20 **STATE THROUGH WHICH THE LICENSEE APPLIED FOR THE COMPACT PRIVILEGE AND**
21 **PAYS ANY APPLICABLE COMPACT PRIVILEGE RENEWAL FEES.**

22 **(C) A LICENSEE PROVIDING DENTISTRY OR DENTAL HYGIENE IN A REMOTE**
23 **STATE UNDER THE COMPACT PRIVILEGE SHALL FUNCTION WITHIN THE SCOPE OF**
24 **PRACTICE AUTHORIZED BY THE REMOTE STATE FOR A DENTIST OR DENTAL**
25 **HYGIENIST LICENSED IN THAT STATE.**

26 **(D) A LICENSEE PROVIDING DENTISTRY OR DENTAL HYGIENE PURSUANT TO**
27 **A COMPACT PRIVILEGE IN A REMOTE STATE IS SUBJECT TO THAT STATE'S**
28 **REGULATORY AUTHORITY. A REMOTE STATE MAY, IN ACCORDANCE WITH DUE**
29 **PROCESS AND THAT STATE'S LAWS, BY ADVERSE ACTION, REVOKE OR REMOVE A**
30 **LICENSEE'S COMPACT PRIVILEGE IN THE REMOTE STATE FOR A SPECIFIC PERIOD**
31 **OF TIME AND IMPOSE FINES OR TAKE ANY OTHER NECESSARY ACTIONS TO PROTECT**
32 **THE HEALTH AND SAFETY OF ITS CITIZENS. IF A REMOTE STATE IMPOSES AN**
33 **ADVERSE ACTION AGAINST A COMPACT PRIVILEGE THAT LIMITS THE COMPACT**
34 **PRIVILEGE, THAT ADVERSE ACTION APPLIES TO ALL COMPACT PRIVILEGES IN ALL**
35 **REMOTE STATES. A LICENSEE WHOSE COMPACT PRIVILEGE IN A REMOTE STATE IS**
36 **REMOVED FOR A SPECIFIED PERIOD OF TIME IS NOT ELIGIBLE FOR A COMPACT**
37 **PRIVILEGE IN ANY OTHER REMOTE STATE UNTIL THE SPECIFIC TIME FOR REMOVAL**

1 OF THE COMPACT PRIVILEGE HAS PASSED AND ALL ENCUMBRANCE REQUIREMENTS
2 ARE SATISFIED.

3 (E) IF A LICENSE IN A PARTICIPATING STATE IS AN ENCUMBERED LICENSE,
4 THE LICENSEE SHALL LOSE THE COMPACT PRIVILEGE IN A REMOTE STATE AND
5 SHALL NOT BE ELIGIBLE FOR A COMPACT PRIVILEGE IN ANY REMOTE STATE UNTIL
6 THE LICENSE IS NO LONGER ENCUMBERED.

7 (F) ONCE AN ENCUMBERED LICENSE IN A PARTICIPATING STATE IS
8 RESTORED TO GOOD STANDING, THE LICENSEE MUST MEET THE REQUIREMENTS OF
9 SUBSECTION (A) OF THIS SECTION TO OBTAIN A COMPACT PRIVILEGE IN A REMOTE
10 STATE.

11 (G) IF A LICENSEE'S COMPACT PRIVILEGE IN A REMOTE STATE IS REMOVED
12 BY THE REMOTE STATE, THE INDIVIDUAL SHALL LOSE OR BE INELIGIBLE FOR THE
13 COMPACT PRIVILEGE IN ANY REMOTE STATE UNTIL THE FOLLOWING OCCUR:

14 (1) THE SPECIFIC PERIOD OF TIME FOR WHICH THE COMPACT
15 PRIVILEGE WAS REMOVED HAS ENDED; AND

16 (2) ALL CONDITIONS FOR REMOVAL OF THE COMPACT PRIVILEGE
17 HAVE BEEN SATISFIED.

18 (H) ONCE THE REQUIREMENTS OF SUBSECTION (G) OF THIS SECTION HAVE
19 BEEN MET, THE LICENSEE MUST MEET THE REQUIREMENTS IN SUBSECTION (A) OF
20 THIS SECTION TO OBTAIN A COMPACT PRIVILEGE IN A REMOTE STATE.

21 **SECTION 5. ACTIVE MILITARY MEMBER PERSONNEL OR THEIR**
22 **SPOUSES.**

23 AN ACTIVE MILITARY MEMBER AND THEIR SPOUSE SHALL NOT BE REQUIRED
24 TO PAY TO THE COMMISSION FOR A COMPACT PRIVILEGE THE FEE OTHERWISE
25 CHARGED BY THE COMMISSION. IF A REMOTE STATE CHOOSES TO CHARGE A FEE
26 FOR A COMPACT PRIVILEGE, IT MAY CHOOSE TO CHARGE A REDUCED FEE OR NO FEE
27 TO AN ACTIVE MILITARY MEMBER AND THEIR SPOUSE FOR A COMPACT PRIVILEGE.

28 **SECTION 6. ADVERSE ACTIONS.**

29 (A) A PARTICIPATING STATE IN WHICH A LICENSEE IS LICENSED SHALL
30 HAVE EXCLUSIVE AUTHORITY TO IMPOSE ADVERSE ACTION AGAINST THE
31 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 THE**
3 **PARTICIPATING STATE FOLLOWS ITS OWN PROCEDURES FOR IMPOSING ADVERSE**
4 **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 REMAIN**
8 **NONPUBLIC IF REQUIRED BY THE PARTICIPATING STATE'S LAWS. PARTICIPATING**
9 **STATES MUST REQUIRE LICENSEES WHO ENTER ANY ALTERNATIVE PROGRAM IN**
10 **LIEU OF DISCIPLINE TO AGREE NOT TO PRACTICE PURSUANT TO A COMPACT**
11 **PRIVILEGE IN ANY OTHER PARTICIPATING STATE DURING THE TERM OF THE**
12 **ALTERNATIVE PROGRAM WITHOUT PRIOR AUTHORIZATION FROM SUCH OTHER**
13 **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 IN**
18 **ANY OTHER PARTICIPATING STATE IN WHICH THE DENTIST OR DENTAL HYGIENIST**
19 **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) OF THIS**
22 **COMPACT AGAINST A LICENSEE'S COMPACT PRIVILEGE IN THE STATE;**

23 **(2) IN FURTHERANCE OF ITS RIGHTS AND RESPONSIBILITIES UNDER**
24 **THE COMPACT AND THE COMMISSION'S RULES, ISSUE SUBPOENAS FOR BOTH**
25 **HEARINGS AND INVESTIGATIONS THAT REQUIRE THE ATTENDANCE AND TESTIMONY**
26 **OF WITNESSES AND THE PRODUCTION OF EVIDENCE. SUBPOENAS ISSUED BY A**
27 **STATE LICENSING AUTHORITY IN A PARTICIPATING STATE FOR THE ATTENDANCE**
28 **AND TESTIMONY OF WITNESSES, OR THE PRODUCTION OF EVIDENCE FROM**
29 **ANOTHER PARTICIPATING STATE, SHALL BE ENFORCED IN THE LATTER STATE BY**
30 **ANY COURT OF COMPETENT JURISDICTION, ACCORDING TO THE PRACTICE AND**
31 **PROCEDURE OF THAT COURT APPLICABLE TO SUBPOENAS ISSUED IN PROCEEDINGS**
32 **PENDING BEFORE IT. THE ISSUING AUTHORITY SHALL PAY ANY WITNESS FEES,**
33 **TRAVEL EXPENSES, MILEAGE, AND OTHER FEES REQUIRED BY THE SERVICE**
34 **STATUTES OF THE STATE WHERE THE WITNESSES OR EVIDENCE IS LOCATED; AND**

35 **(3) IF OTHERWISE PERMITTED BY STATE LAW, RECOVER FROM THE**
36 **LICENSEE THE COSTS OF INVESTIGATIONS AND DISPOSITION OF CASES RESULTING**
37 **FROM ANY ADVERSE ACTION TAKEN AGAINST THAT LICENSEE.**

1 **(F) (1) IN ADDITION TO THE AUTHORITY GRANTED TO A PARTICIPATING**
2 **STATE BY ITS DENTIST OR DENTAL HYGIENIST LICENSURE ACT OR OTHER**
3 **APPLICABLE STATE LAW, A PARTICIPATING STATE MAY JOINTLY INVESTIGATE**
4 **LICENSEES WITH OTHER PARTICIPATING STATES.**

5 **(2) PARTICIPATING STATES SHALL SHARE ANY SIGNIFICANT**
6 **INVESTIGATIVE INFORMATION, LITIGATION, OR COMPLIANCE MATERIALS IN**
7 **FURTHERANCE OF ANY JOINT OR INDIVIDUAL INVESTIGATION INITIATED UNDER**
8 **THE COMPACT.**

9 **(G) (1) AFTER A LICENSEE'S COMPACT PRIVILEGE IN A REMOTE STATE IS**
10 **TERMINATED, THE REMOTE STATE MAY CONTINUE AN INVESTIGATION OF THE**
11 **LICENSEE THAT BEGAN WHEN THE LICENSEE HAD A COMPACT PRIVILEGE IN THAT**
12 **REMOTE STATE.**

13 **(2) IF THE INVESTIGATION YIELDS WHAT WOULD BE SIGNIFICANT**
14 **INVESTIGATIVE INFORMATION HAD THE LICENSEE CONTINUED TO HAVE A COMPACT**
15 **PRIVILEGE IN THAT REMOTE STATE, THE REMOTE STATE SHALL REPORT THE**
16 **PRESENCE OF SUCH INFORMATION TO THE DATA SYSTEM AS REQUIRED BY SECTION**
17 **8(B)(6) OF THIS COMPACT AS IF IT WAS SIGNIFICANT INVESTIGATIVE INFORMATION.**

18 **SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION.**

19 **(A) THE COMPACT PARTICIPATING STATES HEREBY CREATE AND**
20 **ESTABLISH A JOINT GOVERNMENT AGENCY WHOSE MEMBERSHIP CONSISTS OF ALL**
21 **PARTICIPATING STATES THAT HAVE ENACTED THE COMPACT. THE COMMISSION IS**
22 **AN INSTRUMENTALITY OF THE PARTICIPATING STATES ACTING JOINTLY AND NOT**
23 **AN INSTRUMENTALITY OF ANY ONE STATE. THE COMMISSION SHALL COME INTO**
24 **EXISTENCE ON OR AFTER THE EFFECTIVE DATE OF THE COMPACT AS SET FORTH IN**
25 **SECTION 11(A) OF THIS COMPACT.**

26 **(B) (1) EACH PARTICIPATING STATE SHALL HAVE AND BE LIMITED TO**
27 **ONE (1) COMMISSIONER SELECTED BY THAT PARTICIPATING STATE'S STATE**
28 **LICENSING AUTHORITY OR, IF THE STATE HAS MORE THAN ONE STATE LICENSING**
29 **AUTHORITY, SELECTED COLLECTIVELY BY THE STATE LICENSING AUTHORITIES.**

30 **(2) THE COMMISSIONER SHALL BE A MEMBER OR DESIGNEE OF SUCH**
31 **AUTHORITY OR AUTHORITIES.**

32 **(3) THE COMMISSION MAY BY RULE OR BYLAW ESTABLISH A TERM OF**
33 **OFFICE FOR COMMISSIONERS AND MAY BY RULE OR BYLAW ESTABLISH TERM**
34 **LIMITS.**

1 **(4) THE COMMISSION MAY RECOMMEND TO A STATE LICENSING**
2 **AUTHORITY OR AUTHORITIES, AS APPLICABLE, REMOVAL OR SUSPENSION OF AN**
3 **INDIVIDUAL AS THE STATE'S COMMISSIONER.**

4 **(5) A PARTICIPATING STATE'S STATE LICENSING AUTHORITY OR**
5 **AUTHORITIES, AS APPLICABLE, SHALL FILL ANY VACANCY OF ITS COMMISSIONER ON**
6 **THE COMMISSION WITHIN SIXTY (60) DAYS OF THE VACANCY.**

7 **(6) EACH COMMISSIONER SHALL BE ENTITLED TO ONE VOTE ON ALL**
8 **MATTERS THAT ARE VOTED UPON BY THE COMMISSION.**

9 **(7) THE COMMISSION SHALL MEET AT LEAST ONCE DURING EACH**
10 **CALENDAR YEAR. ADDITIONAL MEETINGS MAY BE HELD AS SET FORTH IN THE**
11 **BYLAWS. THE COMMISSION MAY MEET BY TELECOMMUNICATION, VIDEO**
12 **CONFERENCE, OR OTHER SIMILAR ELECTRONIC MEANS.**

13 **(c) THE COMMISSION SHALL HAVE THE FOLLOWING POWERS:**

14 **(1) ESTABLISH THE FISCAL YEAR OF THE COMMISSION;**

15 **(2) ESTABLISH A CODE OF CONDUCT AND CONFLICT OF INTEREST**
16 **POLICIES;**

17 **(3) ADOPT RULES AND BYLAWS;**

18 **(4) MAINTAIN ITS FINANCIAL RECORDS IN ACCORDANCE WITH THE**
19 **BYLAWS;**

20 **(5) MEET AND TAKE SUCH ACTIONS AS ARE CONSISTENT WITH THE**
21 **PROVISIONS OF THIS COMPACT, THE COMMISSION'S RULES, AND THE BYLAWS;**

22 **(6) INITIATE AND CONCLUDE LEGAL PROCEEDINGS OR ACTIONS IN**
23 **THE NAME OF THE COMMISSION, PROVIDED THAT THE STANDING OF ANY STATE**
24 **LICENSING AUTHORITY TO SUE OR BE SUED UNDER APPLICABLE LAW SHALL NOT BE**
25 **AFFECTED;**

26 **(7) MAINTAIN AND CERTIFY RECORDS AND INFORMATION PROVIDED**
27 **TO A PARTICIPATING STATE AS THE AUTHENTICATED BUSINESS RECORDS OF THE**
28 **COMMISSION, AND DESIGNATE A PERSON TO DO SO ON THE COMMISSION'S BEHALF;**

29 **(8) PURCHASE AND MAINTAIN INSURANCE AND BONDS;**

1 **(9) BORROW, ACCEPT, OR CONTRACT FOR SERVICES OF PERSONNEL,**
2 **INCLUDING, BUT NOT LIMITED TO, EMPLOYEES OF A PARTICIPATING STATE;**

3 **(10) CONDUCT AN ANNUAL FINANCIAL REVIEW;**

4 **(11) HIRE EMPLOYEES, ELECT OR APPOINT OFFICERS, FIX**
5 **COMPENSATION, DEFINE DUTIES, GRANT SUCH INDIVIDUALS APPROPRIATE**
6 **AUTHORITY TO CARRY OUT THE PURPOSES OF THE COMPACT, AND ESTABLISH THE**
7 **COMMISSION'S PERSONNEL POLICIES AND PROGRAMS RELATING TO CONFLICTS OF**
8 **INTEREST, QUALIFICATIONS OF PERSONNEL, AND OTHER RELATED PERSONNEL**
9 **MATTERS;**

10 **(12) AS SET FORTH IN THE COMMISSION RULES, CHARGE A FEE TO A**
11 **LICENSEE FOR THE GRANT OF A COMPACT PRIVILEGE IN A REMOTE STATE AND**
12 **THEREAFTER, AS MAY BE ESTABLISHED BY COMMISSION RULE, CHARGE THE**
13 **LICENSEE A COMPACT PRIVILEGE RENEWAL FEE FOR EACH RENEWAL PERIOD IN**
14 **WHICH THAT LICENSEE EXERCISES OR INTENDS TO EXERCISE THE COMPACT**
15 **PRIVILEGE IN THAT REMOTE STATE. NOTHING HEREIN SHALL BE CONSTRUED TO**
16 **PREVENT A REMOTE STATE FROM CHARGING A LICENSEE A FEE FOR A COMPACT**
17 **PRIVILEGE OR RENEWALS OF A COMPACT PRIVILEGE, OR A FEE FOR THE**
18 **JURISPRUDENCE REQUIREMENT IF THE REMOTE STATE IMPOSES SUCH A**
19 **REQUIREMENT FOR THE GRANT OF A COMPACT PRIVILEGE;**

20 **(13) ACCEPT ANY AND ALL APPROPRIATE GIFTS, DONATIONS, GRANTS**
21 **OF MONEY, OTHER SOURCES OF REVENUE, EQUIPMENT, SUPPLIES, MATERIALS, AND**
22 **SERVICES, AND RECEIVE, UTILIZE, AND DISPOSE OF THE SAME, PROVIDED THAT AT**
23 **ALL TIMES THE COMMISSION SHALL AVOID ANY APPEARANCE OF IMPROPRIETY**
24 **AND/OR CONFLICT OF INTEREST;**

25 **(14) LEASE, PURCHASE, RETAIN, OWN, HOLD, IMPROVE, OR USE ANY**
26 **PROPERTY, REAL, PERSONAL, OR MIXED, OR ANY UNDIVIDED INTEREST THEREIN;**

27 **(15) SELL, CONVEY, MORTGAGE, PLEDGE, LEASE, EXCHANGE,**
28 **ABANDON, OR OTHERWISE DISPOSE OF ANY PROPERTY, REAL, PERSONAL, OR MIXED;**

29 **(16) ESTABLISH A BUDGET AND MAKE EXPENDITURES;**

30 **(17) BORROW MONEY;**

31 **(18) APPOINT COMMITTEES, INCLUDING STANDING COMMITTEES,**
32 **WHICH MAY BE COMPOSED OF MEMBERS, STATE REGULATORS, STATE LEGISLATORS**
33 **OR THEIR REPRESENTATIVES, AND CONSUMER REPRESENTATIVES, AND SUCH**

1 OTHER INTERESTED PERSONS AS MAY BE DESIGNATED IN THIS COMPACT AND THE
2 BYLAWS;

3 (19) PROVIDE AND RECEIVE INFORMATION FROM, AND COOPERATE
4 WITH, LAW ENFORCEMENT AGENCIES;

5 (20) ELECT A CHAIR, VICE CHAIR, SECRETARY, AND TREASURER AND
6 SUCH 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
12 MATERIALLY DIFFERENT FROM THE MODEL COMPACT LANGUAGE SUCH THAT THE
13 STATE WOULD 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) (1) ALL MEETINGS OF THE COMMISSION THAT ARE NOT CLOSED
17 PURSUANT TO THIS SUBSECTION SHALL BE OPEN TO THE PUBLIC. NOTICE OF
18 PUBLIC MEETINGS SHALL BE POSTED ON THE COMMISSION'S WEBSITE AT LEAST
19 THIRTY (30) DAYS PRIOR TO THE PUBLIC MEETING.

20 (2) NOTWITHSTANDING PARAGRAPH (1) OF THIS SUBSECTION, THE
21 COMMISSION MAY CONVENE AN EMERGENCY PUBLIC MEETING BY PROVIDING AT
22 LEAST TWENTY-FOUR (24) HOURS PRIOR NOTICE ON THE COMMISSION'S WEBSITE,
23 AND BY ANY OTHER MEANS AS PROVIDED IN THE COMMISSION'S RULES, FOR ANY OF
24 THE REASONS IT MAY DISPENSE WITH NOTICE OF PROPOSED RULEMAKING UNDER
25 SECTION 9(L) OF THIS COMPACT. THE COMMISSION'S LEGAL COUNSEL SHALL
26 CERTIFY THAT ONE OF THE REASONS JUSTIFYING AN EMERGENCY PUBLIC MEETING
27 HAS BEEN MET.

28 (3) NOTICE OF ALL COMMISSION MEETINGS SHALL PROVIDE THE
29 TIME, DATE, AND LOCATION OF THE MEETING, AND IF THE MEETING IS TO BE HELD
30 OR ACCESSIBLE VIA TELECOMMUNICATION, VIDEO CONFERENCE, OR OTHER
31 ELECTRONIC MEANS, THE NOTICE SHALL INCLUDE THE MECHANISM FOR ACCESS TO
32 THE MEETING THROUGH SUCH MEANS.

1 **(4) THE COMMISSION MAY CONVENE IN A CLOSED, NONPUBLIC**
2 **MEETING FOR THE COMMISSION TO RECEIVE LEGAL ADVICE OR TO DISCUSS:**

3 **(I) NONCOMPLIANCE OF A PARTICIPATING STATE WITH ITS**
4 **OBLIGATIONS UNDER THE COMPACT;**

5 **(II) THE EMPLOYMENT, COMPENSATION, DISCIPLINE, OR**
6 **OTHER MATTERS, PRACTICES, OR PROCEDURES RELATED TO SPECIFIC EMPLOYEES**
7 **OR OTHER MATTERS RELATED TO THE COMMISSION'S INTERNAL PERSONNEL**
8 **PRACTICES AND PROCEDURES;**

9 **(III) CURRENT OR THREATENED DISCIPLINE OF A LICENSEE OR**
10 **COMPACT PRIVILEGE HOLDER BY THE COMMISSION OR BY A PARTICIPATING**
11 **STATE'S LICENSING AUTHORITY;**

12 **(IV) CURRENT, THREATENED, OR REASONABLY ANTICIPATED**
13 **LITIGATION;**

14 **(V) NEGOTIATION OF CONTRACTS FOR THE PURCHASE, LEASE,**
15 **OR SALE OF GOODS, SERVICES, OR REAL ESTATE;**

16 **(VI) ACCUSING ANY PERSON OF A CRIME OR FORMALLY**
17 **CENSURING ANY PERSON;**

18 **(VII) TRADE SECRETS OR COMMERCIAL OR FINANCIAL**
19 **INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL;**

20 **(VIII) INFORMATION OF A PERSONAL NATURE WHERE**
21 **DISCLOSURE WOULD CONSTITUTE A CLEARLY UNWARRANTED INVASION OF**
22 **PERSONAL PRIVACY;**

23 **(IX) INVESTIGATIVE RECORDS COMPILED FOR LAW**
24 **ENFORCEMENT PURPOSES;**

25 **(X) INFORMATION RELATED TO ANY INVESTIGATIVE REPORTS**
26 **PREPARED BY OR ON BEHALF OF OR FOR USE OF THE COMMISSION OR OTHER**
27 **COMMITTEE CHARGED WITH RESPONSIBILITY OF INVESTIGATION OR**
28 **DETERMINATION OF COMPLIANCE ISSUES PURSUANT TO THE COMPACT;**

29 **(XI) LEGAL ADVICE;**

30 **(XII) MATTERS SPECIFICALLY EXEMPTED FROM DISCLOSURE TO**
31 **THE PUBLIC BY FEDERAL OR PARTICIPATING STATE LAW; AND**

1 (XIII) OTHER MATTERS AS PROMULGATED BY THE COMMISSION
2 BY RULE.

3 (5) IF A MEETING, OR PORTION OF A MEETING, IS CLOSED, THE
4 PRESIDING OFFICER SHALL STATE THAT THE MEETING WILL BE CLOSED AND
5 REFERENCE EACH RELEVANT EXEMPTING PROVISION, AND SUCH REFERENCE
6 SHALL BE RECORDED IN THE MINUTES.

7 (6) THE COMMISSION SHALL KEEP MINUTES THAT FULLY AND
8 CLEARLY DESCRIBE ALL MATTERS DISCUSSED IN A MEETING AND SHALL PROVIDE A
9 FULL AND ACCURATE SUMMARY OF ACTIONS TAKEN, AND THE REASONS THEREFOR,
10 INCLUDING A DESCRIPTION OF THE VIEWS EXPRESSED. ALL DOCUMENTS
11 CONSIDERED IN CONNECTION WITH AN ACTION SHALL BE IDENTIFIED IN SUCH
12 MINUTES. ALL MINUTES AND DOCUMENTS OF A CLOSED MEETING SHALL REMAIN
13 UNDER SEAL, SUBJECT TO RELEASE ONLY BY A MAJORITY VOTE OF THE
14 COMMISSION OR ORDER OF A COURT OF COMPETENT JURISDICTION.

15 (E) (1) THE COMMISSION SHALL PAY, OR PROVIDE FOR THE PAYMENT
16 OF, THE REASONABLE EXPENSES OF ITS ESTABLISHMENT, ORGANIZATION, AND
17 ONGOING ACTIVITIES.

18 (2) THE COMMISSION MAY ACCEPT ANY AND ALL APPROPRIATE
19 SOURCES OF REVENUE, DONATIONS, AND GRANTS OF MONEY, EQUIPMENT,
20 SUPPLIES, MATERIALS, AND SERVICES.

21 (3) THE COMMISSION MAY LEVY ON AND COLLECT AN ANNUAL
22 ASSESSMENT FROM EACH PARTICIPATING STATE AND IMPOSE FEES ON LICENSEES
23 OF PARTICIPATING STATES WHEN A COMPACT PRIVILEGE IS GRANTED, TO COVER
24 THE COST OF THE OPERATIONS AND ACTIVITIES OF THE COMMISSION AND ITS
25 STAFF, WHICH MUST BE IN A TOTAL AMOUNT SUFFICIENT TO COVER ITS ANNUAL
26 BUDGET AS APPROVED EACH FISCAL YEAR FOR WHICH SUFFICIENT REVENUE IS NOT
27 PROVIDED BY OTHER SOURCES. THE AGGREGATE ANNUAL ASSESSMENT AMOUNT
28 FOR PARTICIPATING STATES SHALL BE ALLOCATED BASED UPON A FORMULA THAT
29 THE COMMISSION SHALL PROMULGATE BY RULE.

30 (4) THE COMMISSION SHALL NOT INCUR OBLIGATIONS OF ANY KIND
31 PRIOR TO SECURING THE FUNDS ADEQUATE TO MEET THE SAME, NOR SHALL THE
32 COMMISSION PLEDGE THE CREDIT OF ANY PARTICIPATING STATE, EXCEPT BY AND
33 WITH THE AUTHORITY OF THE PARTICIPATING STATE.

34 (5) THE COMMISSION SHALL KEEP ACCURATE ACCOUNTS OF ALL
35 RECEIPTS AND DISBURSEMENTS. THE RECEIPTS AND DISBURSEMENTS OF THE

1 COMMISSION SHALL BE SUBJECT TO THE FINANCIAL REVIEW AND ACCOUNTING
2 PROCEDURES ESTABLISHED UNDER ITS BYLAWS. ALL RECEIPTS AND
3 DISBURSEMENTS OF FUNDS HANDLED BY THE COMMISSION SHALL BE SUBJECT TO
4 AN ANNUAL FINANCIAL REVIEW BY A CERTIFIED OR LICENSED PUBLIC
5 ACCOUNTANT, AND THE REPORT OF THE FINANCIAL REVIEW SHALL BE INCLUDED IN
6 AND BECOME PART OF THE ANNUAL REPORT OF THE COMMISSION.

7 (F) (1) THE EXECUTIVE BOARD SHALL HAVE THE POWER TO ACT ON
8 BEHALF OF THE COMMISSION ACCORDING TO THE TERMS OF THIS COMPACT. THE
9 POWERS, DUTIES, AND RESPONSIBILITIES OF THE EXECUTIVE BOARD SHALL
10 INCLUDE:

11 (I) OVERSEEING THE DAY-TO-DAY ACTIVITIES OF THE
12 ADMINISTRATION OF THE COMPACT INCLUDING COMPLIANCE WITH THE
13 PROVISIONS OF THE COMPACT, THE COMMISSION'S RULES AND BYLAWS;

14 (II) RECOMMENDING TO THE COMMISSION CHANGES TO THE
15 RULES OR BYLAWS, CHANGES TO THIS COMPACT LEGISLATION, FEES CHARGED TO
16 COMPACT PARTICIPATING STATES, FEES CHARGED TO LICENSEES, AND OTHER
17 FEES;

18 (III) ENSURING COMPACT ADMINISTRATION SERVICES ARE
19 APPROPRIATELY PROVIDED, INCLUDING BY CONTRACT;

20 (IV) PREPARING AND RECOMMENDING THE BUDGET;

21 (V) MAINTAINING FINANCIAL RECORDS ON BEHALF OF THE
22 COMMISSION;

23 (VI) MONITORING COMPACT COMPLIANCE OF PARTICIPATING
24 STATES AND PROVIDING COMPLIANCE REPORTS TO THE COMMISSION;

25 (VII) ESTABLISHING ADDITIONAL COMMITTEES AS NECESSARY;

26 (VIII) EXERCISING THE POWERS AND DUTIES OF THE
27 COMMISSION DURING THE INTERIM BETWEEN COMMISSION MEETINGS, EXCEPT
28 FOR ADOPTING OR AMENDING RULES, ADOPTING OR AMENDING BYLAWS, AND
29 EXERCISING ANY OTHER POWERS AND DUTIES EXPRESSLY RESERVED TO THE
30 COMMISSION BY RULE OR BYLAW; AND

31 (IX) OTHER DUTIES AS PROVIDED IN THE RULES OR BYLAWS OF
32 THE COMMISSION.

1 **(2) THE EXECUTIVE BOARD SHALL BE COMPOSED OF UP TO SEVEN**
2 **(7) MEMBERS:**

3 **(I) THE CHAIR, VICE CHAIR, SECRETARY, AND TREASURER OF**
4 **THE COMMISSION AND ANY OTHER MEMBERS OF THE COMMISSION WHO SERVE ON**
5 **THE EXECUTIVE BOARD SHALL BE VOTING MEMBERS OF THE EXECUTIVE BOARD;**
6 **AND**

7 **(II) OTHER THAN THE CHAIR, VICE CHAIR, SECRETARY, AND**
8 **TREASURER, THE COMMISSION MAY ELECT UP TO THREE (3) VOTING MEMBERS**
9 **FROM THE CURRENT MEMBERSHIP OF THE COMMISSION.**

10 **(3) THE COMMISSION MAY REMOVE ANY MEMBER OF THE EXECUTIVE**
11 **BOARD AS PROVIDED IN THE COMMISSION'S BYLAWS.**

12 **(4) (I) THE EXECUTIVE BOARD SHALL MEET AT LEAST ANNUALLY.**

13 **(II) AN EXECUTIVE BOARD MEETING AT WHICH IT TAKES OR**
14 **INTENDS TO TAKE FORMAL ACTION ON A MATTER SHALL BE OPEN TO THE PUBLIC,**
15 **EXCEPT THAT THE EXECUTIVE BOARD MAY MEET IN A CLOSED, NONPUBLIC SESSION**
16 **OF A PUBLIC MEETING WHEN DEALING WITH ANY OF THE MATTERS COVERED UNDER**
17 **SUBSECTION (D)(4) OF THIS SECTION.**

18 **(III) THE EXECUTIVE BOARD SHALL GIVE FIVE (5) BUSINESS**
19 **DAYS' NOTICE OF ITS PUBLIC MEETINGS, POSTED ON ITS WEBSITE AND AS IT MAY**
20 **OTHERWISE DETERMINE TO PROVIDE NOTICE TO PERSONS WITH AN INTEREST IN**
21 **THE PUBLIC MATTERS THE EXECUTIVE BOARD INTENDS TO ADDRESS AT THOSE**
22 **MEETINGS.**

23 **(5) THE EXECUTIVE BOARD MAY HOLD AN EMERGENCY MEETING**
24 **WHEN ACTING FOR THE COMMISSION TO:**

25 **(I) MEET AN IMMINENT THREAT TO PUBLIC HEALTH, SAFETY,**
26 **OR WELFARE;**

27 **(II) PREVENT A LOSS OF COMMISSION OR PARTICIPATING**
28 **STATE FUNDS; OR**

29 **(III) PROTECT PUBLIC HEALTH AND SAFETY.**

30 **(G) (1) THE MEMBERS, OFFICERS, EXECUTIVE DIRECTOR, EMPLOYEES,**
31 **AND REPRESENTATIVES OF THE COMMISSION SHALL BE IMMUNE FROM SUIT AND**
32 **LIABILITY, BOTH PERSONALLY AND IN THEIR OFFICIAL CAPACITY, FOR ANY CLAIM**

1 FOR DAMAGE TO OR LOSS OF PROPERTY OR PERSONAL INJURY OR OTHER CIVIL
2 LIABILITY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR,
3 OR OMISSION THAT OCCURRED, OR THAT THE PERSON AGAINST WHOM THE CLAIM
4 IS MADE HAD A REASONABLE BASIS FOR BELIEVING OCCURRED, WITHIN THE SCOPE
5 OF COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, PROVIDED THAT
6 NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO PROTECT ANY SUCH
7 PERSON FROM SUIT OR LIABILITY FOR ANY DAMAGE, LOSS, INJURY, OR LIABILITY
8 CAUSED BY THE INTENTIONAL OR WILLFUL OR WANTON MISCONDUCT OF THAT
9 PERSON. THE PROCUREMENT OF INSURANCE OF ANY TYPE BY THE COMMISSION
10 SHALL NOT IN ANY WAY COMPROMISE OR LIMIT THE IMMUNITY GRANTED
11 HEREUNDER.

12 (2) THE COMMISSION SHALL DEFEND ANY MEMBER, OFFICER,
13 EXECUTIVE DIRECTOR, EMPLOYEE, AND REPRESENTATIVE OF THE COMMISSION IN
14 ANY CIVIL ACTION SEEKING TO IMPOSE LIABILITY ARISING OUT OF ANY ACTUAL OR
15 ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED WITHIN THE SCOPE OF
16 COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, OR AS DETERMINED BY
17 THE COMMISSION THAT THE PERSON AGAINST WHOM THE CLAIM IS MADE HAD A
18 REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE SCOPE OF
19 COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, PROVIDED THAT
20 NOTHING HEREIN SHALL BE CONSTRUED TO PROHIBIT THAT PERSON FROM
21 RETAINING THEIR OWN COUNSEL AT THEIR OWN EXPENSE, AND PROVIDED
22 FURTHER, THAT THE ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION DID NOT
23 RESULT FROM THAT PERSON'S INTENTIONAL OR WILLFUL OR WANTON
24 MISCONDUCT.

25 (3) NOTWITHSTANDING SUBSECTION (A) OF THIS SECTION, SHOULD
26 ANY MEMBER, OFFICER, EXECUTIVE DIRECTOR, EMPLOYEE, OR REPRESENTATIVE
27 OF THE COMMISSION BE HELD LIABLE FOR THE AMOUNT OF ANY SETTLEMENT OR
28 JUDGMENT ARISING OUT OF ANY ACTUAL OR ALLEGED ACT, ERROR, OR OMISSION
29 THAT OCCURRED WITHIN THE SCOPE OF THAT INDIVIDUAL'S EMPLOYMENT, DUTIES,
30 OR RESPONSIBILITIES FOR THE COMMISSION, OR THAT THE PERSON TO WHOM THAT
31 INDIVIDUAL IS LIABLE HAD A REASONABLE BASIS FOR BELIEVING OCCURRED
32 WITHIN THE SCOPE OF THE INDIVIDUAL'S EMPLOYMENT, DUTIES, OR
33 RESPONSIBILITIES FOR THE COMMISSION, THE COMMISSION SHALL INDEMNIFY
34 AND HOLD HARMLESS SUCH INDIVIDUAL, PROVIDED THAT THE ACTUAL OR ALLEGED
35 ACT, ERROR, OR OMISSION DID NOT RESULT FROM THE INTENTIONAL OR WILLFUL
36 OR WANTON MISCONDUCT OF THE INDIVIDUAL.

37 (4) NOTHING HEREIN SHALL BE CONSTRUED AS A LIMITATION ON
38 THE LIABILITY OF ANY LICENSEE FOR PROFESSIONAL MALPRACTICE OR
39 MISCONDUCT, WHICH SHALL BE GOVERNED SOLELY BY ANY OTHER APPLICABLE
40 STATE LAWS.

1 COMMISSION CONFLICT WITH THE LAWS OF THE PARTICIPATING STATE THAT
2 ESTABLISH THE PARTICIPATING STATE'S SCOPE OF PRACTICE AS HELD BY A COURT
3 OF COMPETENT JURISDICTION, THE RULES OF THE COMMISSION SHALL BE
4 INEFFECTIVE IN THAT STATE TO THE EXTENT OF THE CONFLICT.

5 (C) THE COMMISSION SHALL EXERCISE ITS RULEMAKING POWERS
6 PURSUANT TO THE CRITERIA SET FORTH IN THIS SECTION AND THE RULES ADOPTED
7 THEREUNDER. RULES SHALL BECOME BINDING AS OF THE DATE SPECIFIED BY THE
8 COMMISSION FOR EACH RULE.

9 (D) IF A MAJORITY OF THE LEGISLATURES OF THE PARTICIPATING STATES
10 REJECTS A COMMISSION RULE OR PORTION OF A COMMISSION RULE, BY
11 ENACTMENT OF A STATUTE OR RESOLUTION IN THE SAME MANNER USED TO ADOPT
12 THE COMPACT, WITHIN FOUR (4) YEARS OF THE DATE OF ADOPTION OF THE RULE,
13 THEN SUCH RULE SHALL HAVE NO FURTHER FORCE AND EFFECT IN ANY
14 PARTICIPATING STATE OR TO ANY STATE APPLYING TO PARTICIPATE IN THE
15 COMPACT.

16 (E) RULES SHALL BE ADOPTED AT A REGULAR OR SPECIAL MEETING OF THE
17 COMMISSION.

18 (F) PRIOR TO ADOPTION OF A PROPOSED RULE, THE COMMISSION SHALL
19 HOLD A PUBLIC HEARING AND ALLOW PERSONS TO PROVIDE ORAL AND WRITTEN
20 COMMENTS, DATA, FACTS, OPINIONS, AND ARGUMENTS.

21 (G) PRIOR TO ADOPTION OF A PROPOSED RULE BY THE COMMISSION, AND
22 AT LEAST THIRTY (30) DAYS IN ADVANCE OF THE MEETING AT WHICH THE
23 COMMISSION WILL HOLD A PUBLIC HEARING ON THE PROPOSED RULE, THE
24 COMMISSION SHALL PROVIDE A NOTICE OF PROPOSED RULEMAKING:

25 (1) ON THE WEBSITE OF THE COMMISSION OR OTHER PUBLICLY
26 ACCESSIBLE PLATFORM;

27 (2) TO PERSONS WHO HAVE REQUESTED NOTICE OF THE
28 COMMISSION'S NOTICES OF PROPOSED RULEMAKING; AND

29 (3) IN SUCH OTHER WAY(S) AS THE COMMISSION MAY BY RULE
30 SPECIFY.

31 (H) THE NOTICE OF PROPOSED RULEMAKING SHALL INCLUDE:

32 (1) THE TIME, DATE, AND LOCATION OF THE PUBLIC HEARING AT
33 WHICH THE COMMISSION WILL HEAR PUBLIC COMMENTS ON THE PROPOSED RULE

1 AND, 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
11 WRITTEN 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 SECTION.

18 (K) (1) THE COMMISSION SHALL, BY MAJORITY VOTE OF ALL
19 COMMISSIONERS, TAKE FINAL ACTION ON THE PROPOSED RULE BASED ON THE
20 RULEMAKING RECORD.

21 (2) THE COMMISSION MAY ADOPT CHANGES TO THE PROPOSED RULE
22 PROVIDED THE CHANGES DO NOT ENLARGE THE ORIGINAL PURPOSE OF THE
23 PROPOSED RULE.

24 (3) THE COMMISSION SHALL PROVIDE AN EXPLANATION OF THE
25 REASONS FOR SUBSTANTIVE CHANGES MADE TO THE PROPOSED RULE AS WELL AS
26 REASONS FOR SUBSTANTIVE CHANGES NOT MADE THAT WERE RECOMMENDED BY
27 COMMENTERS.

28 (4) THE COMMISSION SHALL DETERMINE A REASONABLE EFFECTIVE
29 DATE FOR THE RULE. EXCEPT FOR AN EMERGENCY AS PROVIDED IN SUBSECTION (L)
30 OF THIS SECTION, THE EFFECTIVE DATE OF THE RULE SHALL BE NO SOONER THAN
31 THIRTY (30) DAYS AFTER THE COMMISSION ISSUING THE NOTICE THAT IT ADOPTED
32 OR AMENDED THE RULE.

1 **(2) VENUE IS PROPER AND JUDICIAL PROCEEDINGS BY OR AGAINST**
2 **THE COMMISSION SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN A COURT OF**
3 **COMPETENT JURISDICTION WHERE THE PRINCIPAL OFFICE OF THE COMMISSION IS**
4 **LOCATED. THE COMMISSION MAY WAIVE VENUE AND JURISDICTIONAL DEFENSES**
5 **TO THE EXTENT IT ADOPTS OR CONSENTS TO PARTICIPATE IN ALTERNATIVE**
6 **DISPUTE RESOLUTION PROCEEDINGS. NOTHING HEREIN SHALL AFFECT OR LIMIT**
7 **THE SELECTION OR PROPRIETY OF VENUE IN ANY ACTION AGAINST A LICENSEE FOR**
8 **PROFESSIONAL MALPRACTICE, MISCONDUCT, OR ANY SUCH SIMILAR MATTER.**

9 **(3) THE COMMISSION SHALL BE ENTITLED TO RECEIVE SERVICE OF**
10 **PROCESS IN ANY PROCEEDING REGARDING THE ENFORCEMENT OR**
11 **INTERPRETATION OF THE COMPACT OR COMMISSION RULE AND SHALL HAVE**
12 **STANDING TO INTERVENE IN SUCH A PROCEEDING FOR ALL PURPOSES. FAILURE TO**
13 **PROVIDE THE COMMISSION SERVICE OF PROCESS SHALL RENDER A JUDGMENT OR**
14 **ORDER VOID AS TO THE COMMISSION, THIS COMPACT, OR PROMULGATED RULES.**

15 **(B) (1) IF THE COMMISSION DETERMINES THAT A PARTICIPATING STATE**
16 **HAS DEFAULTED IN THE PERFORMANCE OF ITS OBLIGATIONS OR RESPONSIBILITIES**
17 **UNDER THIS COMPACT OR THE PROMULGATED RULES, THE COMMISSION SHALL**
18 **PROVIDE WRITTEN NOTICE TO THE DEFAULTING STATE. THE NOTICE OF DEFAULT**
19 **SHALL DESCRIBE THE DEFAULT, THE PROPOSED MEANS OF CURING THE DEFAULT,**
20 **AND ANY OTHER ACTION THAT THE COMMISSION MAY TAKE, AND SHALL OFFER**
21 **TRAINING AND SPECIFIC TECHNICAL ASSISTANCE REGARDING THE DEFAULT.**

22 **(2) THE COMMISSION SHALL PROVIDE A COPY OF THE NOTICE OF**
23 **DEFAULT TO THE OTHER PARTICIPATING STATES.**

24 **(C) IF A STATE IN DEFAULT FAILS TO CURE THE DEFAULT, THE DEFAULTING**
25 **STATE MAY BE TERMINATED FROM THE COMPACT UPON AN AFFIRMATIVE VOTE OF**
26 **A MAJORITY OF THE COMMISSIONERS, AND ALL RIGHTS, PRIVILEGES, AND BENEFITS**
27 **CONFERRED ON THAT STATE BY THIS COMPACT MAY BE TERMINATED ON THE**
28 **EFFECTIVE DATE OF TERMINATION. A CURE OF THE DEFAULT DOES NOT RELIEVE**
29 **THE OFFENDING STATE OF OBLIGATIONS OR LIABILITIES INCURRED DURING THE**
30 **PERIOD OF DEFAULT.**

31 **(D) TERMINATION OF PARTICIPATION IN THE COMPACT SHALL BE IMPOSED**
32 **ONLY AFTER ALL OTHER MEANS OF SECURING COMPLIANCE HAVE BEEN**
33 **EXHAUSTED. NOTICE OF INTENT TO SUSPEND OR TERMINATE SHALL BE GIVEN BY**
34 **THE COMMISSION TO THE GOVERNOR, THE MAJORITY AND MINORITY LEADERS OF**
35 **THE DEFAULTING STATE'S LEGISLATURE, THE DEFAULTING STATE'S STATE**
36 **LICENSING AUTHORITY OR AUTHORITIES, AS APPLICABLE, AND EACH OF THE**
37 **PARTICIPATING STATES' STATE LICENSING AUTHORITY OR AUTHORITIES, AS**
38 **APPLICABLE.**

1 **(E) A STATE THAT HAS BEEN TERMINATED IS RESPONSIBLE FOR ALL**
2 **ASSESSMENTS, OBLIGATIONS, AND LIABILITIES INCURRED THROUGH THE**
3 **EFFECTIVE DATE OF TERMINATION, INCLUDING OBLIGATIONS THAT EXTEND**
4 **BEYOND THE EFFECTIVE DATE OF TERMINATION.**

5 **(F) UPON THE TERMINATION OF A STATE'S PARTICIPATION IN THIS**
6 **COMPACT, THAT STATE SHALL IMMEDIATELY PROVIDE NOTICE TO ALL LICENSEES**
7 **OF THE STATE, INCLUDING LICENSEES OF OTHER PARTICIPATING STATES ISSUED A**
8 **COMPACT PRIVILEGE TO PRACTICE WITHIN THAT STATE, OF SUCH TERMINATION.**
9 **THE TERMINATED STATE SHALL CONTINUE TO RECOGNIZE ALL COMPACT**
10 **PRIVILEGES THEN IN EFFECT IN THAT STATE FOR A MINIMUM OF ONE HUNDRED**
11 **EIGHTY (180) DAYS AFTER THE DATE OF SAID NOTICE OF TERMINATION.**

12 **(G) THE COMMISSION SHALL NOT BEAR ANY COSTS RELATED TO A STATE**
13 **THAT IS FOUND TO BE IN DEFAULT OR THAT HAS BEEN TERMINATED FROM THE**
14 **COMPACT, UNLESS AGREED UPON IN WRITING BETWEEN THE COMMISSION AND THE**
15 **DEFAULTING STATE.**

16 **(H) THE DEFAULTING STATE MAY APPEAL THE ACTION OF THE COMMISSION**
17 **BY PETITIONING THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF**
18 **COLUMBIA OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS**
19 **PRINCIPAL OFFICES. THE PREVAILING PARTY SHALL BE AWARDED ALL COSTS OF**
20 **SUCH LITIGATION, INCLUDING REASONABLE ATTORNEY'S FEES.**

21 **(I) (1) UPON REQUEST BY A PARTICIPATING STATE, THE COMMISSION**
22 **SHALL ATTEMPT TO RESOLVE DISPUTES RELATED TO THE COMPACT THAT ARISE**
23 **AMONG PARTICIPATING STATES AND BETWEEN PARTICIPATING STATES AND**
24 **NONPARTICIPATING STATES.**

25 **(2) THE COMMISSION SHALL PROMULGATE A RULE PROVIDING FOR**
26 **BOTH MEDIATION AND BINDING DISPUTE RESOLUTION FOR DISPUTES AS**
27 **APPROPRIATE.**

28 **(J) (1) THE COMMISSION, IN THE REASONABLE EXERCISE OF ITS**
29 **DISCRETION, SHALL ENFORCE THE PROVISIONS OF THIS COMPACT AND THE**
30 **COMMISSION'S RULES.**

31 **(2) BY MAJORITY VOTE, THE COMMISSION MAY INITIATE LEGAL**
32 **ACTION AGAINST A PARTICIPATING STATE IN DEFAULT IN THE UNITED STATES**
33 **DISTRICT COURT FOR THE DISTRICT OF COLUMBIA OR THE FEDERAL DISTRICT**
34 **WHERE THE COMMISSION HAS ITS PRINCIPAL OFFICES TO ENFORCE COMPLIANCE**
35 **WITH THE PROVISIONS OF THE COMPACT AND ITS PROMULGATED RULES. THE**

1 RELIEF SOUGHT MAY INCLUDE BOTH INJUNCTIVE RELIEF AND DAMAGES. IN THE
2 EVENT JUDICIAL ENFORCEMENT IS NECESSARY, THE PREVAILING PARTY SHALL BE
3 AWARDED ALL COSTS OF SUCH LITIGATION, INCLUDING REASONABLE ATTORNEY'S
4 FEES. THE REMEDIES HEREIN SHALL NOT BE THE EXCLUSIVE REMEDIES OF THE
5 COMMISSION. THE COMMISSION MAY PURSUE ANY OTHER REMEDIES AVAILABLE
6 UNDER FEDERAL OR THE DEFAULTING PARTICIPATING STATE'S LAW.

7 (3) A PARTICIPATING STATE MAY INITIATE LEGAL ACTION AGAINST
8 THE COMMISSION IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
9 COLUMBIA OR THE FEDERAL DISTRICT WHERE THE COMMISSION HAS ITS
10 PRINCIPAL OFFICES TO ENFORCE COMPLIANCE WITH THE PROVISIONS OF THE
11 COMPACT AND ITS PROMULGATED RULES. THE RELIEF SOUGHT MAY INCLUDE BOTH
12 INJUNCTIVE RELIEF AND DAMAGES. IN THE EVENT JUDICIAL ENFORCEMENT IS
13 NECESSARY, THE PREVAILING PARTY SHALL BE AWARDED ALL COSTS OF SUCH
14 LITIGATION, INCLUDING REASONABLE ATTORNEY'S FEES.

15 (4) NO INDIVIDUAL OR ENTITY OTHER THAN A PARTICIPATING STATE
16 MAY ENFORCE THIS COMPACT AGAINST THE COMMISSION.

17 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT.

18 (A) (1) THE COMPACT SHALL COME INTO EFFECT ON THE DATE ON
19 WHICH THE COMPACT STATUTE IS ENACTED INTO LAW IN THE SEVENTH
20 PARTICIPATING STATE.

21 (2) (I) ON OR AFTER THE EFFECTIVE DATE OF THE COMPACT, THE
22 COMMISSION SHALL CONVENE AND REVIEW THE ENACTMENT OF EACH OF THE
23 STATES THAT ENACTED THE COMPACT PRIOR TO THE COMMISSION CONVENING
24 ("CHARTER PARTICIPATING STATES") TO DETERMINE IF THE STATUTE ENACTED BY
25 EACH SUCH CHARTER PARTICIPATING STATE IS MATERIALLY DIFFERENT THAN THE
26 MODEL COMPACT.

27 (II) A CHARTER PARTICIPATING STATE WHOSE ENACTMENT IS
28 FOUND TO BE MATERIALLY DIFFERENT FROM THE MODEL COMPACT SHALL BE
29 ENTITLED TO THE DEFAULT PROCESS SET FORTH IN SECTION 10 OF THIS COMPACT.

30 (III) IF ANY PARTICIPATING STATE IS LATER FOUND TO BE IN
31 DEFAULT, OR IS TERMINATED OR WITHDRAWS FROM THE COMPACT, THE
32 COMMISSION SHALL REMAIN IN EXISTENCE AND THE COMPACT SHALL REMAIN IN
33 EFFECT EVEN IF THE NUMBER OF PARTICIPATING STATES SHOULD BE LESS THAN
34 SEVEN (7).

1 **(3) PARTICIPATING STATES ENACTING THE COMPACT SUBSEQUENT**
2 **TO THE CHARTER PARTICIPATING STATES SHALL BE SUBJECT TO THE PROCESS SET**
3 **FORTH IN SECTION 7(C) OF THIS COMPACT TO DETERMINE IF THEIR ENACTMENTS**
4 **ARE MATERIALLY DIFFERENT FROM THE MODEL COMPACT AND WHETHER THEY**
5 **QUALIFY FOR PARTICIPATION IN THE COMPACT.**

6 **(4) ALL ACTIONS TAKEN FOR THE BENEFIT OF THE COMMISSION OR**
7 **IN FURTHERANCE OF THE PURPOSES OF THE ADMINISTRATION OF THE COMPACT**
8 **PRIOR TO THE EFFECTIVE DATE OF THE COMPACT OR THE COMMISSION COMING**
9 **INTO EXISTENCE SHALL BE CONSIDERED TO BE ACTIONS OF THE COMMISSION**
10 **UNLESS SPECIFICALLY REPUDIATED BY THE COMMISSION.**

11 **(5) ANY STATE THAT JOINS THE COMPACT SUBSEQUENT TO THE**
12 **COMMISSION'S INITIAL ADOPTION OF THE RULES AND BYLAWS SHALL BE SUBJECT**
13 **TO THE COMMISSION'S RULES AND BYLAWS AS THEY EXIST ON THE DATE ON WHICH**
14 **THE COMPACT BECOMES LAW IN THAT STATE. ANY RULE THAT HAS BEEN**
15 **PREVIOUSLY ADOPTED BY THE COMMISSION SHALL HAVE THE FULL FORCE AND**
16 **EFFECT OF LAW ON THE DAY THE COMPACT BECOMES LAW IN THAT STATE.**

17 **(B) (1) ANY PARTICIPATING STATE MAY WITHDRAW FROM THIS**
18 **COMPACT BY ENACTING A STATUTE REPEALING THAT STATE'S ENACTMENT OF THE**
19 **COMPACT.**

20 **(2) A PARTICIPATING STATE'S WITHDRAWAL SHALL NOT TAKE**
21 **EFFECT UNTIL ONE HUNDRED EIGHTY (180) DAYS AFTER ENACTMENT OF THE**
22 **REPEALING STATUTE.**

23 **(3) WITHDRAWAL SHALL NOT AFFECT THE CONTINUING**
24 **REQUIREMENT OF THE WITHDRAWING STATE'S LICENSING AUTHORITY OR**
25 **AUTHORITIES TO COMPLY WITH THE INVESTIGATIVE AND ADVERSE ACTION**
26 **REPORTING REQUIREMENTS OF THIS COMPACT PRIOR TO THE EFFECTIVE DATE OF**
27 **WITHDRAWAL.**

28 **(4) UPON THE ENACTMENT OF A STATUTE WITHDRAWING FROM THIS**
29 **COMPACT, THE STATE SHALL IMMEDIATELY PROVIDE NOTICE OF SUCH**
30 **WITHDRAWAL TO ALL LICENSEES WITHIN THAT STATE. NOTWITHSTANDING ANY**
31 **SUBSEQUENT STATUTORY ENACTMENT TO THE CONTRARY, SUCH WITHDRAWING**
32 **STATE SHALL CONTINUE TO RECOGNIZE ALL COMPACT PRIVILEGES TO PRACTICE**
33 **WITHIN THAT STATE GRANTED PURSUANT TO THIS COMPACT FOR A MINIMUM OF**
34 **ONE HUNDRED EIGHTY (180) DAYS AFTER THE DATE OF SUCH NOTICE OF**
35 **WITHDRAWAL.**

1 (C) NOTHING CONTAINED IN THIS COMPACT SHALL BE CONSTRUED TO
2 INVALIDATE OR PREVENT ANY LICENSURE AGREEMENT OR OTHER COOPERATIVE
3 ARRANGEMENT BETWEEN A PARTICIPATING STATE AND A NONPARTICIPATING
4 STATE THAT DOES NOT CONFLICT WITH THE PROVISIONS OF THIS COMPACT.

5 (D) THIS COMPACT MAY BE AMENDED BY THE PARTICIPATING STATES. NO
6 AMENDMENT TO THIS COMPACT SHALL BECOME EFFECTIVE AND BINDING UPON
7 ANY PARTICIPATING STATE UNTIL IT IS ENACTED INTO THE LAWS OF ALL
8 PARTICIPATING STATES.

9 SECTION 12. CONSTRUCTION AND SEVERABILITY.

10 (A) THIS COMPACT AND THE COMMISSION'S RULEMAKING AUTHORITY
11 SHALL BE LIBERALLY CONSTRUED SO AS TO EFFECTUATE THE PURPOSES AND THE
12 IMPLEMENTATION AND ADMINISTRATION OF THE COMPACT. PROVISIONS OF THE
13 COMPACT EXPRESSLY AUTHORIZING OR REQUIRING THE PROMULGATION OF RULES
14 SHALL NOT BE CONSTRUED TO LIMIT THE COMMISSION'S RULEMAKING AUTHORITY
15 SOLELY FOR THOSE PURPOSES.

16 (B) THE PROVISIONS OF THIS COMPACT SHALL BE SEVERABLE AND IF ANY
17 PHRASE, CLAUSE, SENTENCE, OR PROVISION OF THIS COMPACT IS HELD BY A COURT
18 OF COMPETENT JURISDICTION TO BE CONTRARY TO THE CONSTITUTION OF ANY
19 PARTICIPATING STATE, A STATE SEEKING PARTICIPATION IN THE COMPACT, OR OF
20 THE UNITED STATES, OR THE APPLICABILITY THEREOF TO ANY GOVERNMENT,
21 AGENCY, PERSON, OR CIRCUMSTANCE IS HELD TO BE UNCONSTITUTIONAL BY A
22 COURT OF COMPETENT JURISDICTION, THE VALIDITY OF THE REMAINDER OF THIS
23 COMPACT AND THE APPLICABILITY THEREOF TO ANY OTHER GOVERNMENT,
24 AGENCY, PERSON, OR CIRCUMSTANCE SHALL NOT BE AFFECTED THEREBY.

25 (C) NOTWITHSTANDING SUBSECTION (B) OF THIS SECTION, THE
26 COMMISSION MAY DENY A STATE'S PARTICIPATION IN THE COMPACT OR, IN
27 ACCORDANCE WITH THE REQUIREMENTS OF SECTION 10(B) OF THIS COMPACT,
28 TERMINATE A PARTICIPATING STATE'S PARTICIPATION IN THE COMPACT, IF IT
29 DETERMINES THAT A CONSTITUTIONAL REQUIREMENT OF A PARTICIPATING STATE
30 IS A MATERIAL DEPARTURE FROM THE COMPACT. OTHERWISE, IF THIS COMPACT
31 SHALL BE HELD TO BE CONTRARY TO THE CONSTITUTION OF ANY PARTICIPATING
32 STATE, THE COMPACT SHALL REMAIN IN FULL FORCE AND EFFECT AS TO THE
33 REMAINING PARTICIPATING STATES AND IN FULL FORCE AND EFFECT AS TO THE
34 PARTICIPATING STATE AFFECTED AS TO ALL SEVERABLE MATTERS.

35 SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER
36 STATE LAWS.

1 **(A) NOTHING HEREIN SHALL PREVENT OR INHIBIT THE ENFORCEMENT OF**
2 **ANY OTHER LAW OF A PARTICIPATING STATE THAT IS NOT INCONSISTENT WITH THE**
3 **COMPACT.**

4 **(B) ANY LAWS, STATUTES, REGULATIONS, OR OTHER LEGAL**
5 **REQUIREMENTS IN A PARTICIPATING STATE IN CONFLICT WITH THE COMPACT ARE**
6 **SUPERSEDED TO THE EXTENT OF THE CONFLICT.**

7 **(C) ALL PERMISSIBLE AGREEMENTS BETWEEN THE COMMISSION AND THE**
8 **PARTICIPATING STATES ARE BINDING IN ACCORDANCE WITH THEIR TERMS.**

9 SECTION 2. AND BE IT FURTHER ENACTED, That this Act is contingent on the
10 enacting of substantially similar legislation in seven other states. The Maryland
11 Department of Health shall notify the Department of Legislative Services within 10 days
12 after seven states have enacted legislation that is substantially similar to this Act.

13 SECTION 3. AND BE IT FURTHER ENACTED, That, subject to Section 2 of this
14 Act, this Act shall take effect October 1, 2025.