

1 ENGROSSED SENATE
2 BILL NO. 540

By: Stanley, Mann, and Kirt of
the Senate

3 and

4 Harris of the House

5
6 An Act relating to professions and occupations;
7 enacting the Dentist and Dental Hygienist Compact and
8 authorizing the Governor to enter into the Compact
9 with certain jurisdictions; setting forth form of the
10 Compact; providing for codification; and providing an
11 effective date.

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

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

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

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

23 DENTIST AND DENTAL HYGIENIST COMPACT

24 SECTION 1: TITLE AND PURPOSE

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

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

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

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

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

3 E. Does not interfere with licensure requirements established
4 by a Participating State.

5 F. Facilitates the sharing of licensure and disciplinary
6 information among Participating States.

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

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

14 I. Promotes the cooperation of Participating States in
15 regulating the practice of dentistry and dental hygiene within those
16 States.

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

19 SECTION 2: DEFINITIONS

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

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

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

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

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

15 E. "Commissioner" means the individual appointed by a
16 Participating State to serve as the member of the Commission for
17 that Participating State.

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

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

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

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

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

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

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

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

22 N. "Encumbered License" means a License that a State Licensing
23 Authority has limited in any way other than through an Alternative
24 Program.

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

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

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

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

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

17 T. "Participating State" means a State that has enacted the
18 Compact and been admitted to the Commission in accordance with the
19 provisions herein and Commission Rules.

20 U. "Qualifying License" means a License that is not an
21 Encumbered License issued by a Participating State to practice
22 dentistry or dental hygiene.

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

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

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

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

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

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

4 SECTION 3: STATE PARTICIPATION IN THE COMPACT

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

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

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

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

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

16 5. Fully implement a Criminal Background Check requirement,
17 within a time frame established by Commission Rule, by receiving the
18 results of a qualifying Criminal Background Check;

19 6. Comply with the Commission Rules applicable to a
20 Participating State;

21 7. Accept the National Board Examinations of the Joint
22 Commission on National Dental Examinations or another examination
23 accepted by Commission Rule as a licensure examination;

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

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

14 10. Require for licensure that applicants successfully complete
15 a Clinical Assessment;

16 11. Have Continuing Professional Development requirements as a
17 condition for License renewal; and

18 12. Pay a participation fee to the Commission as established by
19 Commission Rule.

20 B. Providing alternative pathways for an individual to obtain
21 an unrestricted License does not disqualify a State from
22 participating in the Compact.

23 C. When conducting a Criminal Background Check the State
24 Licensing Authority shall:

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

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

5 3. Report to the Commission whether it has completed the
6 Criminal Background Check and whether the individual was granted or
7 denied a License.

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

15 SECTION 4: COMPACT PRIVILEGE

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

18 1. Have a Qualifying License as a Dentist or Dental Hygienist
19 in a Participating State;

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

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

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

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

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

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

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

20 9. Have successfully completed a Clinical Assessment for
21 licensure;

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

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

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

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

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

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

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

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

23 G. If a Licensee's Compact Privilege in a Remote State is
24 removed by the Remote State, the individual shall lose or be

1 ineligible for the Compact Privilege in any Remote State until the
2 following occur:

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

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

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

10 SECTION 5: ACTIVE MILITARY MEMBER OR THEIR SPOUSES

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

17 SECTION 6: ADVERSE ACTIONS

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

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

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

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

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

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

19 2. In furtherance of its rights and responsibilities under the
20 Compact and the Commission's Rules, issue subpoenas for both
21 hearings and investigations that require the attendance and
22 testimony of witnesses, and the production of evidence. Subpoenas
23 issued by a State Licensing Authority in a Participating State for
24 the attendance and testimony of witnesses, or the production of

1 evidence from another Participating State, shall be enforced in the
2 latter State by any court of competent jurisdiction, according to
3 the practice and procedure of that court applicable to subpoenas
4 issued in proceedings pending before it. The issuing authority
5 shall pay any witness fees, travel expenses, mileage, and other fees
6 required by the service statutes of the State where the witnesses or
7 evidence are located; and

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

11 F. Joint Investigations.

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

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

20 G. Authority to Continue Investigation.

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

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

7 SECTION 7: ESTABLISHMENT AND OPERATION OF THE COMMISSION

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

15 B. Participation, Voting, and Meetings.

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

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

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

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

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

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

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

17 C. The Commission shall have the following powers:

18 1. Establish the fiscal year of the Commission;

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

21 3. Adopt Rules and bylaws;

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

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

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

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

11 8. Purchase and maintain insurance and bonds;

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

14 10. Conduct an annual financial review;

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

21 12. As set forth in the Commission Rules, charge a fee to a
22 Licensee for the grant of a Compact Privilege in a Remote State and
23 thereafter, as may be established by Commission Rule, charge the
24 Licensee a Compact Privilege renewal fee for each renewal period in

1 which that Licensee exercises or intends to exercise the Compact
2 Privilege in that Remote State. Nothing herein shall be construed
3 to prevent a Remote State from charging a Licensee a fee for a
4 Compact Privilege or renewals of a Compact Privilege, or a fee for
5 the Jurisprudence Requirement if the Remote State imposes such a
6 requirement for the grant of a Compact Privilege;

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

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

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

17 16. Establish a budget and make expenditures;

18 17. Borrow money;

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

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

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

6 21. Establish and elect an Executive Board;

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

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

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

14 D. Meetings of the Commission.

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

19 2. Notwithstanding subsection D.1 of this section, the
20 Commission may convene an emergency public meeting by providing at
21 least twenty-four (24) hours' prior notice on the Commission's
22 website, and any other means as provided in the Commission's Rules,
23 for any of the reasons it may dispense with notice of proposed
24 rulemaking under Section 9.L. The Commission's legal counsel shall

1 certify that one of the reasons justifying an emergency public
2 meeting has been met.

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

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

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

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

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

22 6. The Commission shall keep minutes that fully and clearly
23 describe all matters discussed in a meeting and shall provide a full
24 and accurate summary of actions taken, and the reasons therefore,

1 including a description of the views expressed. All documents
2 considered in connection with an action shall be identified in such
3 minutes. All minutes and documents of a closed meeting shall remain
4 under seal, subject to release only by a majority vote of the
5 Commission or order of a court of competent jurisdiction.

6 E. Financing of the Commission.

7 1. The Commission shall pay, or provide for the payment of, the
8 reasonable expenses of its establishment, organization, and ongoing
9 activities.

10 2. The Commission may accept any and all appropriate sources of
11 revenue, donations, and grants of money, equipment, supplies,
12 materials, and services.

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

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

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

11 F. The Executive Board.

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

- 15 a. overseeing the day-to-day activities of the
16 administration of the Compact including compliance
17 with the provisions of the Compact, the Commission's
18 Rules and bylaws,
- 19 b. recommending to the Commission changes to the Rules or
20 bylaws, changes to this Compact legislation, fees
21 charged to Compact Participating States, fees charged
22 to Licensees, and other fees,
- 23 c. ensuring Compact administration services are
24 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) voting members from the current membership of the Commission.

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

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

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

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

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

17 a. meet an imminent threat to public health, safety, or
18 welfare,

19 b. prevent a loss of Commission or Participating State
20 funds, or

21 c. protect public health and safety.

22 G. Qualified Immunity, Defense, and Indemnification.

23 1. The members, officers, executive director, employees and
24 representatives of the Commission shall be immune from suit and

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

13 2. The Commission shall defend any member, officer, executive
14 director, employee, and representative of the Commission in any
15 civil action seeking to impose liability arising out of any actual
16 or alleged act, error, or omission that occurred within the scope of
17 Commission employment, duties, or responsibilities, or as determined
18 by the Commission that the person against whom the claim is made had
19 a reasonable basis for believing occurred within the scope of
20 Commission employment, duties, or responsibilities; provided that
21 nothing herein shall be construed to prohibit that person from
22 retaining their own counsel at their own expense; and provided
23 further, that the actual or alleged act, error, or omission did not
24

1 result from that person's intentional or willful or wanton
2 misconduct.

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

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

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

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

3 SECTION 8: DATA SYSTEM

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

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

13 1. Identifying information;

14 2. Licensure data;

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

17 4. Non-confidential information related to Alternative Program
18 participation, the beginning and ending dates of such participation,
19 and other information related to such participation;

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

23 6. The presence of Significant Investigative Information; and
24

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

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

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

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

20 F. Participating States contributing information to the Data
21 System may designate information that may not be shared with the
22 public without the express permission of the contributing State.

23 G. Any information submitted to the Data System that is
24 subsequently expunged pursuant to federal law or the laws of the

1 Participating State contributing the information shall be removed
2 from the Data System.

3 SECTION 9: RULEMAKING

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

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

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

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

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

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

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

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

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

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

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

19 H. The Notice of Proposed Rulemaking shall include:

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

24

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

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

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

8 5. The manner in which interested persons may submit written
9 comments.

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

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

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

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

23 2. The Commission shall provide an explanation of the reasons
24 for substantive changes made to the proposed Rule as well as reasons

1 for substantive changes not made that were recommended by
2 commenters.

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

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

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

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

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

21 4. Protect public health and safety.

22 M. The Commission or an authorized committee of the Commission
23 may direct revisions to a previously adopted Rule for purposes of
24 correcting typographical errors, errors in format, errors in

1 consistency, or grammatical errors. Public notice of any revisions
2 shall be posted on the website of the Commission. The revision
3 shall be subject to challenge by any person for a period of thirty
4 (30) days after posting. The revision may be challenged only on
5 grounds that the revision results in a material change to a Rule. A
6 challenge shall be made in writing and delivered to the Commission
7 prior to the end of the notice period. If no challenge is made, the
8 revision will take effect without further action. If the revision
9 is challenged, the revision may not take effect without the approval
10 of the Commission.

11 N. No Participating State's rulemaking requirements shall apply
12 under this Compact.

13 SECTION 10: OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

14 A. Oversight.

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

18 2. Venue is proper and judicial proceedings by or against the
19 Commission shall be brought solely and exclusively in a court of
20 competent jurisdiction where the principal office of the Commission
21 is located. The Commission may waive venue and jurisdictional
22 defenses to the extent it adopts or consents to participate in
23 alternative dispute resolution proceedings. Nothing herein shall
24 affect or limit the selection or propriety of venue in any action

1 against a Licensee for professional malpractice, misconduct or any
2 such similar matter.

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

10 B. Default, Technical Assistance, and Termination.

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

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

21 C. If a State in default fails to cure the default, the
22 defaulting State may be terminated from the Compact upon an
23 affirmative vote of a majority of the Commissioners, and all rights,
24 privileges and benefits conferred on that State by this Compact may

1 be terminated on the effective date of termination. A cure of the
2 default does not relieve the offending State of obligations or
3 liabilities incurred during the period of default.

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

12 E. A State that has been terminated is responsible for all
13 assessments, obligations, and liabilities incurred through the
14 effective date of termination, including obligations that extend
15 beyond the effective date of termination.

16 F. Upon the termination of a State's participation in this
17 Compact, that State shall immediately provide notice to all
18 Licensees of the State, including Licensees of other Participating
19 States issued a Compact Privilege to practice within that State, of
20 such termination. The terminated State shall continue to recognize
21 all Compact Privileges then in effect in that State for a minimum of
22 one hundred eighty (180) days after the date of said notice of
23 termination.

24

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

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

10 I. Dispute Resolution.

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

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

18 J. Enforcement.

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

22 2. By majority vote, the Commission may initiate legal action
23 against a Participating State in default in the United States
24 District Court for the District of Columbia or the federal district

1 where the Commission has its principal offices to enforce compliance
2 with the provisions of the Compact and its promulgated Rules. The
3 relief sought may include both injunctive relief and damages. In
4 the event judicial enforcement is necessary, the prevailing party
5 shall be awarded all costs of such litigation, including reasonable
6 attorney's fees. The remedies herein shall not be the exclusive
7 remedies of the Commission. The Commission may pursue any other
8 remedies available under federal or the defaulting Participating
9 State's law.

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

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

20 SECTION 11: EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

24

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

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

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

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

21 3. All actions taken for the benefit of the Commission or in
22 furtherance of the purposes of the administration of the Compact
23 prior to the effective date of the Compact or the Commission coming
24

1 into existence shall be considered to be actions of the Commission
2 unless specifically repudiated by the Commission.

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

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

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

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

19 3. Upon the enactment of a statute withdrawing from this
20 Compact, the State shall immediately provide notice of such
21 withdrawal to all Licensees within that State. Notwithstanding any
22 subsequent statutory enactment to the contrary, such withdrawing
23 State shall continue to recognize all Compact Privileges to practice
24 within that State granted pursuant to this Compact for a minimum of

1 one hundred eighty (180) days after the date of such notice of
2 withdrawal.

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

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

11 SECTION 12: CONSTRUCTION AND SEVERABILITY

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

18 B. The provisions of this Compact shall be severable and if any
19 phrase, clause, sentence or provision of this Compact is held by a
20 court of competent jurisdiction to be contrary to the constitution
21 of any Participating State, a State seeking participation in the
22 Compact, or of the United States, or the applicability thereof to
23 any government, agency, person or circumstance is held to be
24 unconstitutional by a court of competent jurisdiction, the validity

1 of the remainder of this Compact and the applicability thereof to
2 any other government, agency, person or circumstance shall not be
3 affected thereby.

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

14 SECTION 13: CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE
15 LAWS

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

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

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

24 SECTION 3. This act shall become effective November 1, 2026.

