

House Bill 2676

Sponsored by Representatives DIEHL, JAVADI, Senator HAYDEN; Representative VALDERRAMA, Senators BONHAM, MEEK, SOLLMAN (Pre-session filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**. The statement includes a measure digest written in compliance with applicable readability standards.

Digest: The Act makes Oregon join a compact to let dentists and dental hygienists from other states work in this state. (Flesch Readability Score: 68.0).

Enacts the interstate Dentist and Dental Hygienist Compact. Permits the Oregon Board of Dentistry to disclose specified information to the Dentist and Dental Hygienist Compact Commission. Exempts individuals authorized by compact privilege from requirement to obtain licensure from the board to practice as a dentist or dental hygienist. Allows the board to use moneys to meet financial obligations imposed on the State of Oregon as a result of participation in the compact.

Takes effect on the 91st day following adjournment sine die.

A BILL FOR AN ACT

Relating to an interstate dental professionals compact; creating new provisions; amending ORS 676.177, 679.025, 679.260 and 680.020; and prescribing an effective date.

Be It Enacted by the People of the State of Oregon:

SECTION 1. The provisions of the Dentist and Dental Hygienist Compact are as follows:

DENTIST AND DENTAL HYGIENIST COMPACT

SECTION 1. TITLE AND PURPOSE

This statute shall be known and cited as the Dentist and Dental Hygienist Compact. The purposes of this Compact are to facilitate the interstate practice of dentistry and dental hygiene and improve public access to dentistry and dental hygiene services by providing dentists and dental hygienists licensed in a participating state the ability to practice in participating states in which they are not licensed. This Compact does this by establishing a pathway for dentists and dental hygienists licensed in a participating state to obtain a Compact privilege that authorizes them to practice in another participating state in which they are not licensed. This Compact enables participating states to protect the public health and safety with respect to the practice of such dentists and dental hygienists, through the state's authority to regulate the practice of dentistry and dental hygiene in the state. This Compact:

A. Enables dentists and dental hygienists who qualify for a Compact privilege to practice in other participating states without satisfying burdensome and duplicative requirements associated with securing a license to practice in those states;

B. Promotes mobility and addresses workforce shortages through each participating state's acceptance of a Compact privilege to practice in that state;

C. Increases public access to qualified, licensed dentists and dental hygienists by creating a responsible, streamlined pathway for licensees to practice in participating states;

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 **D. Enhances the ability of participating states to protect the public’s health and safety;**

2 **E. Does not interfere with licensure requirements established by a participating state;**

3 **F. Facilitates the sharing of licensure and disciplinary information among participating**
4 **states;**

5 **G. Requires dentists and dental hygienists who practice in a participating state pursuant**
6 **to a Compact privilege to practice within the scope of practice authorized in that state;**

7 **H. Extends the authority of a participating state to regulate the practice of dentistry and**
8 **dental hygiene within its borders to dentists and dental hygienists who practice in the state**
9 **through a Compact privilege;**

10 **I. Promotes the cooperation of participating states in regulating the practice of dentistry**
11 **and dental hygiene within those states; and**

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

14 **SECTION 2. DEFINITIONS**

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

17 **A. “Active military member” means any person with full-time duty status in the Armed**
18 **Forces of the United States, including members of the National Guard and Reserve.**

19 **B. “Adverse action” means disciplinary action or encumbrance imposed on a license or**
20 **Compact privilege by a state licensing authority.**

21 **C. “Alternative program” means a nondisciplinary monitoring or practice remediation**
22 **process applicable to a dentist or dental hygienist approved by a state licensing authority of**
23 **a participating state in which the dentist or dental hygienist is licensed. This includes, but**
24 **is not limited to, programs to which licensees with substance abuse or addiction issues are**
25 **referred in lieu of adverse action.**

26 **D. “Clinical assessment” means examination or process, required for licensure as a den-**
27 **tist or dental hygienist as applicable, that provides evidence of clinical competence in**
28 **dentistry or dental hygiene.**

29 **E. “Commissioner” means the individual appointed by a participating state to serve as**
30 **the member of the Commission for that participating state.**

31 **F. “Compact” means this Dentist and Dental Hygienist Compact.**

32 **G. “Compact privilege” means the authorization granted by a remote state to allow a**
33 **licensee from a participating state to practice as a dentist or dental hygienist in a remote**
34 **state.**

35 **H. “Continuing professional development” means a requirement, as a condition of license**
36 **renewal, to provide evidence of successful participation in educational or professional activ-**
37 **ities relevant to practice or area of work.**

38 **I. “Criminal background check” means the submission of fingerprints or other**
39 **biometric-based information for a license applicant for the purpose of obtaining that**
40 **applicant’s criminal history record information, as defined in 28 C.F.R. 20.3(d), from the**
41 **Federal Bureau of Investigation and the state’s criminal history record repository, as defined**
42 **in 28 C.F.R. 20.3(f).**

43 **J. “Data system” means the Commission’s repository of information about licensees, in-**
44 **cluding but not limited to information about examinations, licensure, investigations, adverse**
45 **actions, alternative programs and Compact privilege.**

1 **K. “Dental hygienist” means an individual who is licensed by a state licensing authority**
2 **to practice dental hygiene.**

3 **L. “Dentist” means an individual who is licensed by a state licensing authority to practice**
4 **dentistry.**

5 **M. “Dentist and Dental Hygienist Compact Commission” or “Commission” means a joint**
6 **government agency established by this Compact comprised of each state that has enacted**
7 **this Compact and a national administrative body comprised of a commissioner from each**
8 **state that has enacted this Compact.**

9 **N. “Encumbered license” means a license that a state licensing authority has limited in**
10 **any way other than through an alternative program.**

11 **O. “Executive board” means the chair, vice chair, secretary and treasurer and any other**
12 **commissioners as may be determined by Commission rule or bylaw.**

13 **P. “Jurisprudence requirement” means the assessment of an individual’s knowledge of**
14 **the laws and rules governing the practice of dentistry or dental hygiene, as applicable, in a**
15 **state.**

16 **Q. “License” means current authorization by a state, other than authorization pursuant**
17 **to a Compact privilege or other privilege, for an individual to practice as a dentist or dental**
18 **hygienist in that state.**

19 **R. “Licensee” means an individual who holds an unrestricted license from a participating**
20 **state to practice as a dentist or dental hygienist in that state.**

21 **S. “Model compact” means the model for this Dentist and Dental Hygienist Compact on**
22 **file with the Council of State Governments, or its successor organization, or another entity**
23 **as designated by the Commission.**

24 **T. “Participating state” means a state that has enacted this Compact and been admitted**
25 **to the Commission in accordance with the provisions herein and Commission rules.**

26 **U. “Qualifying license” means a license that is not an encumbered license issued by a**
27 **participating state to practice dentistry or dental hygiene.**

28 **V. “Remote state” means a participating state where a licensee who is not licensed as a**
29 **dentist or dental hygienist is exercising or seeking to exercise the Compact privilege.**

30 **W. “Rule” means a regulation promulgated by an entity that has the force of law.**

31 **X. “Scope of practice” means the procedures, actions and processes a dentist or dental**
32 **hygienist licensed in a state is permitted to undertake in that state and the circumstances**
33 **under which the licensee is permitted to undertake those procedures, actions and processes.**
34 **Such procedures, actions and processes and the circumstances under which they may be**
35 **undertaken may be established through means including, but not limited to, statute, regu-**
36 **lations, case law and other processes available to the state licensing authority or other**
37 **government agency.**

38 **Y. “Significant investigative information” means information, records and documents**
39 **received or generated by a state licensing authority pursuant to an investigation for which**
40 **a determination has been made that there is probable cause to believe that the licensee has**
41 **violated a statute or regulation that is considered more than a minor infraction for which**
42 **the state licensing authority could pursue adverse action against the licensee.**

43 **Z. “State” means any state, commonwealth, district or territory of the United States**
44 **that regulates the practices of dentistry and dental hygiene.**

45 **AA. “State licensing authority” means an agency or other entity of a state that is re-**

1 **sponsible for the licensing and regulation of dentists or dental hygienists.**

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

3 **A. In order to join this Compact and thereafter continue as a participating state, a state**
4 **must:**

5 **1. Enact a version of this Compact that is not materially different from the model com-**
6 **compact as determined in accordance with Commission rules;**

7 **2. Participate fully in the Commission's data system;**

8 **3. Have a mechanism in place for receiving and investigating complaints about its**
9 **licensees and license applicants;**

10 **4. Notify the Commission, in compliance with the terms of this Compact and Commission**
11 **rules, of any adverse action or the availability of significant investigative information re-**
12 **garding a licensee and license applicant;**

13 **5. Fully implement a criminal background check requirement, within a time frame es-**
14 **tablished by Commission rule, by receiving the results of a qualifying criminal background**
15 **check;**

16 **6. Comply with the Commission rules applicable to a participating state;**

17 **7. Accept the national board examinations of the Joint Commission on National Dental**
18 **Examinations, or its successor organization, or another examination accepted by Commis-**
19 **sion rule as a licensure examination;**

20 **8. Accept for licensure that applicants for a dentist license graduate from a predoctoral**
21 **dental education program accredited by the Commission on Dental Accreditation, or its**
22 **successor organization, or another accrediting agency recognized by the United States De-**
23 **partment of Education for the accreditation of dentistry and dental hygiene education pro-**
24 **grams, leading to the Doctor of Dental Surgery (D.D.S.) or Doctor of Dental Medicine**
25 **(D.M.D.) degree;**

26 **9. Accept for licensure that applicants for a dental hygienist license graduate from a**
27 **dental hygiene education program accredited by the Commission on Dental Accreditation,**
28 **or its successor organization, or another accrediting agency recognized by the United States**
29 **Department of Education for the accreditation of dentistry and dental hygiene education**
30 **programs;**

31 **10. Require for licensure that applicants successfully complete a clinical assessment;**

32 **11. Have continuing professional development requirements as a condition for license**
33 **renewal; and**

34 **12. Pay a participation fee to the Dentist and Dental Hygienist Compact Commission as**
35 **established by Commission rule.**

36 **B. Providing alternative pathways for an individual to obtain an unrestricted license does**
37 **not disqualify a state from participating in this Compact.**

38 **C. When conducting a criminal background check the state licensing authority shall:**

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

40 **2. Maintain documentation of completion of the criminal background check and back-**
41 **ground check information to the extent allowed by state and federal law; and**

42 **3. Report to the Commission whether it has completed the criminal background check**
43 **and whether the individual was granted or denied a license.**

44 **D. A licensee of a participating state who has a qualifying license in that state and does**
45 **not hold an encumbered license in any other participating state shall be issued a Compact**

1 privilege in a remote state in accordance with the terms of this Compact and Commission
 2 rules. If a remote state has a jurisprudence requirement, a Compact privilege will not be is-
 3 sued to the licensee unless the licensee has satisfied the jurisprudence requirement.

4 **SECTION 4. COMPACT PRIVILEGE**

5 **A. To obtain and exercise the Compact privilege under the terms and provisions of this**
 6 **Compact, the licensee shall:**

7 1. Have a qualifying license as a dentist or dental hygienist in a participating state;

8 2. Be eligible for a Compact privilege in any remote state in accordance with subsections
 9 D, G and H of this section;

10 3. Submit to an application process whenever the licensee is seeking a Compact privilege;

11 4. Pay any applicable Commission and remote state fees for a Compact privilege in the
 12 remote state;

13 5. Meet any jurisprudence requirement established by a remote state in which the
 14 licensee is seeking a Compact privilege;

15 6. Have passed a national board examination of the Joint Commission on National Dental
 16 Examinations, or its successor organization, or another examination accepted by Commis-
 17 sion rule;

18 7. For a dentist, have graduated from a predoctoral dental education program accredited
 19 by the Commission on Dental Accreditation, or its successor organization, or another ac-
 20 crediting agency recognized by the United States Department of Education for the accredi-
 21 tation of dentistry and dental hygiene education programs, leading to the Doctor of Dental
 22 Surgery (D.D.S.) or Doctor of Dental Medicine (D.M.D.) degree;

23 8. For a dental hygienist, have graduated from a dental hygiene education program ac-
 24 credited by the Commission on Dental Accreditation, or its successor organization, or an-
 25 other accrediting agency recognized by the United States Department of Education for the
 26 accreditation of dentistry and dental hygiene education programs;

27 9. Have successfully completed a clinical assessment for licensure;

28 10. Report to the Dentist and Dental Hygienist Compact Commission adverse action
 29 taken by any nonparticipating state when applying for a Compact privilege within 30 days
 30 from the date the adverse action is taken;

31 11. Report to the Commission when applying for a Compact privilege the address of the
 32 licensee's primary residence and thereafter immediately report to the Commission any
 33 change in the address of the licensee's primary residence; and

34 12. Consent to accept service of process by mail at the licensee's primary residence on
 35 record with the Commission with respect to any action brought against the licensee by the
 36 Commission or a participating state, and consent to accept service of a subpoena by mail at
 37 the licensee's primary residence on record with the Commission with respect to any action
 38 brought or investigation conducted by the Commission or a participating state.

39 **B. The licensee must comply with the requirements of subsection A of this section to**
 40 **maintain the Compact privilege in the remote state. If those requirements are met, the**
 41 **Compact privilege will continue as long as the licensee maintains a qualifying license in the**
 42 **state through which the licensee applied for the Compact privilege and pays any applicable**
 43 **Compact privilege renewal fees.**

44 **C. A licensee providing dentistry or dental hygiene in a remote state under the Compact**
 45 **privilege shall function within the scope of practice authorized by the remote state for a**

1 dentist or dental hygienist licensed in that state.

2 D. A licensee providing dentistry or dental hygiene pursuant to a Compact privilege in a
 3 remote state is subject to that state’s regulatory authority. A remote state may, in accord-
 4 ance with due process and that state’s laws, by adverse action revoke or remove a licensee’s
 5 Compact privilege in the remote state for a specific period of time and impose fines or take
 6 any other necessary actions to protect the health and safety of its citizens. If a remote state
 7 imposes an adverse action against a Compact privilege that limits the Compact privilege, that
 8 adverse action applies to all Compact privileges in all remote states. A licensee whose Com-
 9 pact privilege in a remote state is removed for a specified period of time is not eligible for
 10 a Compact privilege in any other remote state until the specific time for removal of the
 11 Compact privilege has passed and all encumbrance requirements are satisfied.

12 E. If a license issued by a participating state is an encumbered license, the licensee shall
 13 lose the Compact privilege in a remote state and shall not be eligible for a Compact privilege
 14 in any remote state until the license is no longer encumbered.

15 F. Once an encumbered license in a participating state is restored to good standing, the
 16 licensee must meet the requirements of subsection A of this section to obtain a Compact
 17 privilege in a remote state.

18 G. If a licensee’s Compact privilege in a remote state is removed by the remote state,
 19 the individual shall lose or be ineligible for the Compact privilege in any remote state until
 20 the following occur:

21 1. The specific period of time for which the Compact privilege was removed has ended;
 22 and

23 2. All conditions for removal of the Compact privilege have been satisfied.

24 H. Once the requirements of subsection G of this section have been met, the licensee
 25 must meet the requirements in subsection A of this section to obtain a Compact privilege in
 26 a remote state.

27 **SECTION 5. ACTIVE MILITARY MEMBERS OR THEIR SPOUSES**

28 An active military member and their spouse shall not be required to pay to the Com-
 29 mission for a Compact privilege the fee otherwise charged by the Commission. If a remote
 30 state chooses to charge a fee for a Compact privilege, it may choose to charge a reduced fee
 31 or no fee to an active military member and their spouse for a Compact privilege.

32 **SECTION 6. ADVERSE ACTIONS**

33 A. A participating state in which a licensee is licensed shall have exclusive authority to
 34 impose adverse action against the qualifying license issued by that participating state.

35 B. A participating state may take adverse action based on the significant investigative
 36 information of a remote state, so long as the participating state follows its own procedures
 37 for imposing adverse action.

38 C. Nothing in this Compact shall override a participating state’s decision that partici-
 39 pation in an alternative program may be used in lieu of adverse action and that such par-
 40 ticipation shall remain nonpublic if required by the participating state’s laws. Participating
 41 states must require licensees who enter any alternative program in lieu of discipline to agree
 42 not to practice pursuant to a Compact privilege in any other participating state during the
 43 term of the alternative program without prior authorization from such other participating
 44 state.

45 D. Any participating state in which a licensee is applying to practice or is practicing

1 pursuant to a Compact privilege may investigate actual or alleged violations of the statutes
 2 and regulations authorizing the practice of dentistry or dental hygiene in any other partic-
 3 ipating state in which the dentist or dental hygienist holds a license or Compact privilege.

4 **E. A remote state shall have the authority to:**

5 1. Take adverse actions as set forth in Section 4.D of this Compact against a licensee's
 6 Compact privilege in the state;

7 2. In furtherance of its rights and responsibilities under the Compact and the
 8 Commission's rules, issue subpoenas for both hearings and investigations that require the
 9 attendance and testimony of witnesses and the production of evidence. Subpoenas issued by
 10 a state licensing authority in a participating state for the attendance and testimony of wit-
 11 nesses, or the production of evidence from another participating state, shall be enforced in
 12 the latter state by any court of competent jurisdiction according to the practice and proce-
 13 dure of that court applicable to subpoenas issued in proceedings pending before it. The issu-
 14 ing authority shall pay any witness fees, travel expenses, mileage and other fees required by
 15 the service statutes of the state where the witnesses or evidence are located; and

16 3. If otherwise permitted by state law, recover from the licensee the costs of investi-
 17 gations and disposition of cases resulting from any adverse action taken against that
 18 licensee.

19 **F. Joint Investigations**

20 1. In addition to the authority granted to a participating state by its dentist or dental
 21 hygienist licensure act or other applicable state law, a participating state may jointly inves-
 22 tigate licensees with other participating states.

23 2. Participating states shall share any significant investigative information, litigation or
 24 compliance materials in furtherance of any joint or individual investigation initiated under
 25 this Compact.

26 **G. Authority to Continue Investigation**

27 1. After a licensee's Compact privilege in a remote state is terminated, the remote state
 28 may continue an investigation of the licensee that began when the licensee had a Compact
 29 privilege in that remote state.

30 2. If the investigation yields what would be significant investigative information had the
 31 licensee continued to have a Compact privilege in that remote state, the remote state shall
 32 report the presence of such information to the data system as required by section 8.B.6 of
 33 this Compact as if it were significant investigative information.

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

35 **A. The Compact participating states hereby create and establish a joint government**
 36 **agency whose membership consists of all participating states that have enacted this Com-**
 37 **compact. The Commission is an instrumentality of the participating states acting jointly and not**
 38 **an instrumentality of any one state. The Commission shall come into existence on or after**
 39 **the effective date of this Compact as set forth in Section 11.A of this Compact.**

40 **B. Participation, Voting and Meetings**

41 1. Each participating state shall have and be limited to one commissioner selected by that
 42 participating state's state licensing authority or, if the state has more than one state li-
 43 censing authority, selected collectively by the state licensing authorities.

44 2. The commissioner shall be a member or designee of such authority or authorities.

45 3. The Commission may by rule or bylaw establish a term of office for commissioners and

1 may by rule or bylaw establish term limits.

2 4. The Commission may recommend to a state licensing authority or authorities, as ap-
3 plicable, removal or suspension of an individual as the state's commissioner.

4 5. A participating state's state licensing authority or authorities, as applicable, shall fill
5 any vacancy of its commissioner on the Commission within 60 days of the vacancy.

6 6. Each commissioner shall be entitled to one vote on all matters that are voted upon
7 by the Commission.

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

11 C. The Commission shall have the following powers:

12 1. Establish the fiscal year of the Commission;

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

14 3. Adopt rules and bylaws;

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

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

18 6. Initiate and conclude legal proceedings or actions in the name of the Commission,
19 provided that the standing of any state licensing authority to sue or be sued under applicable
20 law shall not be affected;

21 7. Maintain and certify records and information provided to a participating state as the
22 authenticated business records of the Commission, and designate a person to do so on the
23 Commission's behalf;

24 8. Purchase and maintain insurance and bonds;

25 9. Borrow, accept or contract for services of personnel, including, but not limited to,
26 employees of a participating state;

27 10. Conduct an annual financial review;

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

32 12. As set forth in the Commission rules, charge a fee to a licensee for the grant of a
33 Compact privilege in a remote state and thereafter, as may be established by Commission
34 rule, charge the licensee a Compact privilege renewal fee for each renewal period in which
35 that licensee exercises or intends to exercise the Compact privilege in that remote state.
36 Nothing herein shall be construed to prevent a remote state from charging a licensee a fee
37 for a Compact privilege or renewals of a Compact privilege, or a fee for the jurisprudence
38 requirement if the remote state imposes such a requirement for the grant of a Compact
39 privilege;

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

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

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

3 **16. Establish a budget and make expenditures;**

4 **17. Borrow money;**

5 **18. Appoint committees, including standing committees, which may be composed of**
6 **members, state regulators, state legislators or their representatives, consumer represen-**
7 **tatives and such other interested persons as may be designated in this Compact and the by-**
8 **laws;**

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

10 **20. Elect a chair, vice chair, secretary and treasurer and such other officers of the**
11 **Commission as provided in the Commission's bylaws;**

12 **21. Establish and elect an executive board;**

13 **22. Adopt and provide to the participating states an annual report;**

14 **23. Determine whether a state's enacted compact is materially different from the model**
15 **compact language such that the state would not qualify for participation in this Compact;**
16 **and**

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

19 **D. Meetings of the Commission**

20 **1. All meetings of the Commission that are not closed pursuant to this subsection shall**
21 **be open to the public. Notice of public meetings shall be posted on the Commission's website**
22 **at least 30 days prior to the public meeting.**

23 **2. Notwithstanding subsection D.1 of this section, the Commission may convene an**
24 **emergency public meeting by providing at least 24 hours' prior notice on the Commission's**
25 **website, and any other means as provided in the Commission's rules, for any of the reasons**
26 **it may dispense with notice of proposed rulemaking under section 9.L of this Compact. The**
27 **Commission's legal counsel shall certify that one of the reasons justifying an emergency**
28 **public meeting has been met.**

29 **3. Notice of all Commission meetings shall provide the time, date and location of the**
30 **meeting, and if the meeting is to be held or accessible via telecommunication, video confer-**
31 **ence or other electronic means, the notice shall include the mechanism for access to the**
32 **meeting through such means.**

33 **4. The Commission may convene in a closed, nonpublic meeting for the Commission to**
34 **receive legal advice or to discuss:**

35 **a. Noncompliance of a participating state with its obligations under this Compact;**

36 **b. The employment, compensation, discipline or other matters, practices or procedures**
37 **related to specific employees or other matters related to the Commission's internal person-**
38 **nel practices and procedures;**

39 **c. Current or threatened discipline of a licensee or Compact privilege holder by the**
40 **Commission or by a participating state's licensing authority;**

41 **d. Current, threatened or reasonably anticipated litigation;**

42 **e. Negotiation of contracts for the purchase, lease or sale of goods, services or real es-**
43 **tate;**

44 **f. Accusing any person of a crime or formally censuring any person;**

45 **g. Trade secrets or commercial or financial information that is privileged or confidential;**

1 **h. Information of a personal nature where disclosure would constitute a clearly unwar-**
 2 **ranted invasion of personal privacy;**

3 **i. Investigative records compiled for law enforcement purposes;**

4 **j. Information related to any investigative reports prepared by or on behalf of or for use**
 5 **of the Commission or other committee charged with responsibility of investigation or deter-**
 6 **mination of compliance issues pursuant to this Compact;**

7 **k. Legal advice;**

8 **L. Matters specifically exempted from disclosure to the public by federal or participating**
 9 **state law; and**

10 **m. Other matters as promulgated by the Commission by rule.**

11 **5. If a meeting, or portion of a meeting, is closed, the presiding officer shall state that**
 12 **the meeting will be closed and reference each relevant exempting provision, and such refer-**
 13 **ence shall be recorded in the minutes.**

14 **6. The Commission shall keep minutes that fully and clearly describe all matters dis-**
 15 **cussed in a meeting and shall provide a full and accurate summary of actions taken, and the**
 16 **reasons therefore, including a description of the views expressed. All documents considered**
 17 **in connection with an action shall be identified in such minutes. All minutes and documents**
 18 **of a closed meeting shall remain under seal, subject to release only by a majority vote of the**
 19 **Commission or order of a court of competent jurisdiction.**

20 **E. Financing of the Commission**

21 **1. The Commission shall pay, or provide for the payment of, the reasonable expenses of**
 22 **its establishment, organization and ongoing activities.**

23 **2. The Commission may accept any and all appropriate sources of revenue, donations and**
 24 **grants of money, equipment, supplies, materials and services.**

25 **3.a. The Commission may levy on and collect an annual assessment from each partic-**
 26 **ipating state and impose fees on licensees of participating states when a Compact privilege**
 27 **is granted, to cover the cost of the operations and activities of the Commission and its staff,**
 28 **which must be in a total amount sufficient to cover its annual budget as approved each fiscal**
 29 **year for which sufficient revenue is not provided by other sources. The aggregate annual**
 30 **assessment amount for participating states shall be allocated based upon a formula that the**
 31 **Commission shall promulgate by rule.**

32 **b. An assessment levied, or other financial obligation imposed, under this Compact is**
 33 **effective against the State of Oregon only to the extent that moneys necessary to pay the**
 34 **assessment or meet the financial obligation have been deposited in the Oregon Board of**
 35 **Dentistry Account established under ORS 679.260.**

36 **4. The Commission shall not incur obligations of any kind prior to securing the funds**
 37 **adequate to meet the same, nor shall the Commission pledge the credit of any participating**
 38 **state, except by and with the authority of the participating state.**

39 **5. The Commission shall keep accurate accounts of all receipts and disbursements. The**
 40 **receipts and disbursements of the Commission shall be subject to the financial review and**
 41 **accounting procedures established under its bylaws. All receipts and disbursements of funds**
 42 **handled by the Commission shall be subject to an annual financial review by a certified or**
 43 **licensed public accountant, and the report of the financial review shall be included in and**
 44 **become part of the annual report of the Commission.**

45 **F. The Executive Board**

1 **1. The executive board shall have the power to act on behalf of the Commission according**
2 **to the terms of this Compact. The powers, duties and responsibilities of the executive board**
3 **shall include:**

4 **a. Overseeing the day-to-day activities of the administration of this Compact including**
5 **compliance with the provisions of this Compact and the Commission's rules and bylaws;**

6 **b. Recommending to the Commission changes to the rules or bylaws, changes to this**
7 **Compact legislation, fees charged to Compact participating states, fees charged to licensees**
8 **and other fees;**

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

11 **d. Preparing and recommending the budget;**

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

13 **f. Monitoring Compact compliance of participating states and providing compliance re-**
14 **ports to the Commission;**

15 **g. Establishing additional committees as necessary;**

16 **h. Exercising the powers and duties of the Commission during the interim between**
17 **Commission meetings, except for adopting or amending rules, adopting or amending bylaws**
18 **and exercising any other powers and duties expressly reserved to the Commission by rule**
19 **or bylaw; and**

20 **i. Other duties as provided in the rules or bylaws of the Commission.**

21 **2. The executive board shall be composed of up to seven members:**

22 **a. The chair, vice chair, secretary and treasurer of the Commission and any other**
23 **members of the Commission who serve on the executive board shall be voting members of**
24 **the executive board; and**

25 **b. Other than the chair, vice chair, secretary and treasurer, the Commission may elect**
26 **up to three voting members from the current membership of the Commission.**

27 **3. The Commission may remove any member of the executive board as provided in the**
28 **Commission's bylaws.**

29 **4. The executive board shall meet at least annually.**

30 **a. An executive board meeting at which it takes or intends to take formal action on a**
31 **matter shall be open to the public, except that the executive board may meet in a closed,**
32 **nonpublic session of a public meeting when dealing with any of the matters covered under**
33 **subsection D.4 of this section.**

34 **b. The executive board shall give five business days' notice of its public meetings posted**
35 **on its website and as it may otherwise determine to provide notice to persons with an in-**
36 **terest in the public matters the executive board intends to address at those meetings.**

37 **5. The executive board may hold an emergency meeting when acting for the Commission**
38 **to:**

39 **a. Meet an imminent threat to public health, safety or welfare;**

40 **b. Prevent a loss of Commission or participating state funds; or**

41 **c. Protect public health and safety.**

42 **G. Qualified Immunity, Defense and Indemnification**

43 **1. The members, officers, executive director, employees and representatives of the Com-**
44 **mission shall be immune from suit and liability, both personally and in their official capacity,**
45 **for any claim for damage to or loss of property or personal injury or other civil liability**

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

8 2. The Commission shall defend any member, officer, executive director, employee and
 9 representative of the Commission in any civil action seeking to impose liability arising out
 10 of any actual or alleged act, error or omission that occurred within the scope of Commission
 11 employment, duties or responsibilities, or as determined by the Commission that the person
 12 against whom the claim is made had a reasonable basis for believing occurred within the
 13 scope of Commission employment, duties or responsibilities, provided that nothing herein
 14 shall be construed to prohibit that person from retaining their own counsel at their own
 15 expense and provided further that the actual or alleged act, error or omission did not result
 16 from that person's intentional, willful or wanton misconduct.

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

26 4. Nothing herein shall be construed as a limitation on the liability of any licensee for
 27 professional malpractice or misconduct, which shall be governed solely by any other appli-
 28 cable state laws.

29 5. Nothing in this Compact shall be interpreted to waive or otherwise abrogate a partic-
 30 ipating state's state action immunity or state action affirmative defense with respect to
 31 antitrust claims under the Sherman Act, Clayton Act or any other state or federal antitrust
 32 or anticompetitive law or regulation.

33 6. Nothing in this Compact shall be construed to be a waiver of sovereign immunity by
 34 the participating states or by the Commission.

35 **SECTION 8. DATA SYSTEM**

36 A. The Commission shall provide for the development, maintenance, operation and utili-
 37 zation of a coordinated database and reporting system containing licensure, adverse action
 38 and the presence of significant investigative information on all licensees and applicants for
 39 a license in participating states.

40 B. Notwithstanding any other provision of state law to the contrary, a participating state
 41 shall submit a uniform data set to the data system on all individuals to whom this Compact
 42 is applicable as required by the rules of the Commission, including:

- 43 1. Identifying information;
- 44 2. Licensure data;
- 45 3. Adverse actions against a licensee, license applicant or Compact privilege and infor-

1 **mation related thereto;**

2 **4. Nonconfidential information related to alternative program participation, the beginning**
 3 **and ending dates of such participation and other information related to such participation;**

4 **5. Any denial of an application for licensure and the reason for such denial (excluding the**
 5 **reporting of any criminal history record information where prohibited by law);**

6 **6. The presence of significant investigative information; and**

7 **7. Other information that may facilitate the administration of this Compact or the pro-**
 8 **tection of the public, as determined by the rules of the Commission.**

9 **C. The records and information provided to a participating state pursuant to this Com-**
 10 **compact or through the data system, when certified by the Commission or an agent thereof, shall**
 11 **constitute the authenticated business records of the Commission, and shall be entitled to any**
 12 **associated hearsay exception in any relevant judicial, quasi-judicial or administrative pro-**
 13 **ceedings in a participating state.**

14 **D. Significant investigative information pertaining to a licensee in any participating state**
 15 **will only be available to other participating states.**

16 **E. It is the responsibility of the participating states to monitor the database to determine**
 17 **whether adverse action has been taken against a licensee or license applicant. Adverse action**
 18 **information pertaining to a licensee or license applicant in any participating state will be**
 19 **available to any other participating state.**

20 **F. Participating states contributing information to the data system may designate infor-**
 21 **mation that may not be shared with the public without the express permission of the con-**
 22 **tributing state.**

23 **G. Any information submitted to the data system that is subsequently expunged pursuant**
 24 **to federal law or the laws of the participating state contributing the information shall be**
 25 **removed from the data system.**

26 **SECTION 9. RULEMAKING**

27 **A. The Commission shall promulgate reasonable rules in order to effectively and effi-**
 28 **ciently implement and administer the purposes and provisions of this Compact. A Commis-**
 29 **sion rule shall be invalid and have no force or effect only if a court of competent jurisdiction**
 30 **holds that the rule is invalid because the Commission exercised its rulemaking authority in**
 31 **a manner that is beyond the scope and purposes of this Compact or the powers granted**
 32 **hereunder or based upon another applicable standard of review.**

33 **B.1. The rules of the Commission shall have the force of law in each participating state,**
 34 **provided however that where the rules of the Commission conflict with the laws of the par-**
 35 **ticipating state that establish the participating state's scope of practice as held by a court**
 36 **of competent jurisdiction, the rules of the Commission shall be ineffective in that state to**
 37 **the extent of the conflict.**

38 **2. Notwithstanding subsection B.1 of this section, the Oregon Board of Dentistry shall**
 39 **review the rules of the Commission. The board may approve and adopt the rules of the**
 40 **Commission as rules of the board. The State of Oregon is subject to a rule of the Commission**
 41 **only if the rule of the Commission is adopted by the board.**

42 **C. The Commission shall exercise its rulemaking powers pursuant to the criteria set**
 43 **forth in this section and the rules adopted thereunder. Rules shall become binding as of the**
 44 **date specified by the Commission for each rule.**

45 **D. If a majority of the legislatures of the participating states rejects a Commission rule**

1 or portion of a Commission rule, by enactment of a statute or resolution in the same manner
2 used to adopt the Compact, within four years of the date of adoption of the rule, then such
3 rule shall have no further force and effect in any participating state or to any state applying
4 to participate in this Compact.

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

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

8 G. Prior to adoption of a proposed rule by the Commission, and at least 30 days in ad-
9 vance of the meeting at which the Commission will hold a public hearing on the proposed
10 rule, the Commission shall provide a notice of proposed rulemaking:

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

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

14 3. In such other ways as the Commission may by rule specify.

15 H. The notice of proposed rulemaking shall include:

16 1. The time, date and location of the public hearing at which the Commission will hear
17 public comments on the proposed rule and, if different, the time, date and location of the
18 meeting where the Commission will consider and vote on the proposed rule;

19 2. If the hearing is held via telecommunication, video conference or other electronic
20 means, the Commission shall include the mechanism for access to the hearing in the notice
21 of proposed rulemaking;

22 3. The text of the proposed rule and the reason therefor;

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

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

25 I. All hearings will be recorded. A copy of the recording and all written comments and
26 documents received by the Commission in response to the proposed rule shall be available
27 to the public.

28 J. Nothing in this section shall be construed as requiring a separate hearing on each
29 Commission rule. Rules may be grouped for the convenience of the Commission at hearings
30 required by this section.

31 K. The Commission shall, by majority vote of all Commissioners, take final action on the
32 proposed rule based on the rulemaking record.

33 1. The Commission may adopt changes to the proposed rule provided the changes do not
34 enlarge the original purpose of the proposed rule.

35 2. The Commission shall provide an explanation of the reasons for substantive changes
36 made to the proposed rule as well as reasons for substantive changes not made that were
37 recommended by commenters.

38 3. The Commission shall determine a reasonable effective date for the rule. Except for
39 an emergency as provided in subsection L of this section, the effective date of the rule shall
40 be no sooner than 30 days after the Commission issues the notice that it adopted or amended
41 the rule.

42 L. Upon determination that an emergency exists, the Commission may consider and
43 adopt an emergency rule with 24 hours' notice, with opportunity to comment, provided that
44 the usual rulemaking procedures provided in this Compact and in this section shall be
45 retroactively applied to the rule as soon as reasonably possible, in no event later than 90 days

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

- 3 1. Meet an imminent threat to public health, safety or welfare;
- 4 2. Prevent a loss of Commission or participating state funds;
- 5 3. Meet a deadline for the promulgation of a rule that is established by federal law or
 6 rule; or
- 7 4. Protect public health and safety.

8 M. The Commission or an authorized committee of the Commission may direct revisions
 9 to a previously adopted rule for purposes of correcting typographical errors, errors in for-
 10 mat, errors in consistency or grammatical errors. Public notice of any revisions shall be
 11 posted on the website of the Commission. The revision shall be subject to challenge by any
 12 person for a period of 30 days after posting. The revision may be challenged only on grounds
 13 that the revision results in a material change to a rule. A challenge shall be made in writing
 14 and delivered to the Commission prior to the end of the notice period. If no challenge is
 15 made, the revision will take effect without further action. If the revision is challenged, the
 16 revision may not take effect without the approval of the Commission.

17 N. No participating state's rulemaking requirements shall apply under this Compact.

18 **SECTION 10. OVERSIGHT, DISPUTE RESOLUTION AND ENFORCEMENT**

19 **A. Oversight**

20 1. The executive and judicial branches of state government in each participating state
 21 shall enforce this Compact and take all actions necessary and appropriate to implement this
 22 Compact.

23 2. Venue is proper and judicial proceedings by or against the Commission shall be brought
 24 solely and exclusively in a court of competent jurisdiction where the principal office of the
 25 Commission is located. The Commission may waive venue and jurisdictional defenses to the
 26 extent it adopts or consents to participate in alternative dispute resolution proceedings.
 27 Nothing herein shall affect or limit the selection or propriety of venue in any action against
 28 a licensee for professional malpractice, misconduct or any such similar matter.

29 3. The Commission shall be entitled to receive service of process in any proceeding re-
 30 garding the enforcement or interpretation of the Compact or Commission rule and shall have
 31 standing to intervene in such a proceeding for all purposes. Failure to provide the Com-
 32 mission service of process shall render a judgment or order void as to the Commission, this
 33 Compact or promulgated rules.

34 **B. Default, Technical Assistance and Termination**

35 1. If the Commission determines that a participating state has defaulted in the perform-
 36 ance of its obligations or responsibilities under this Compact or the promulgated rules, the
 37 Commission shall provide written notice to the defaulting state. The notice of default shall
 38 describe the default, the proposed means of curing the default and any other action that the
 39 Commission may take, and shall offer training and specific technical assistance regarding the
 40 default.

41 2. The Commission shall provide a copy of the notice of default to the other participating
 42 states.

43 C. If a state in default fails to cure the default, the defaulting state may be terminated
 44 from this Compact upon an affirmative vote of a majority of the Commissioners, and all
 45 rights, privileges and benefits conferred on that state by this Compact may be terminated

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

3 **D. Termination of participation in this Compact shall be imposed only after all other**
 4 **means of securing compliance have been exhausted. Notice of intent to suspend or terminate**
 5 **shall be given by the Commission to the governor, the majority and minority leaders of the**
 6 **defaulting state’s legislature, the defaulting state’s state licensing authority or authorities,**
 7 **as applicable, and each of the participating states’ state licensing authority or authorities,**
 8 **as applicable.**

9 **E. A state that has been terminated is responsible for all assessments, obligations and**
 10 **liabilities incurred through the effective date of termination, including obligations that ex-**
 11 **tend beyond the effective date of termination.**

12 **F. Upon the termination of a state’s participation in this Compact, that state shall im-**
 13 **mediately provide notice to all licensees of the state, including licensees of other participat-**
 14 **ing states issued a Compact privilege to practice within that state, of such termination. The**
 15 **terminated state shall continue to recognize all Compact privileges then in effect in that**
 16 **state for a minimum of 180 days after the date of said notice of termination.**

17 **G. The Commission shall not bear any costs related to a state that is found to be in de-**
 18 **fault or that has been terminated from this Compact, unless agreed upon in writing between**
 19 **the Commission and the defaulting state.**

20 **H. The defaulting state may appeal the action of the Commission by petitioning the U.S.**
 21 **District Court for the District of Columbia or the federal district where the Commission has**
 22 **its principal offices. The prevailing party shall be awarded all costs of such litigation, in-**
 23 **cluding reasonable attorney’s fees.**

24 **I. Dispute Resolution**

25 **1. Upon request by a participating state, the Commission shall attempt to resolve dis-**
 26 **putes related to this Compact that arise among participating states and between participat-**
 27 **ing states and non-participating states.**

28 **2. The Commission shall promulgate a rule providing for both mediation and binding**
 29 **dispute resolution for disputes as appropriate.**

30 **J. Enforcement**

31 **1. The Commission, in the reasonable exercise of its discretion, shall enforce the pro-**
 32 **visions of this Compact and the Commission’s rules.**

33 **2. By majority vote, the Commission may initiate legal action against a participating**
 34 **state in default in the U.S. District Court for the District of Columbia or the federal district**
 35 **where the Commission has its principal offices to enforce compliance with the provisions of**
 36 **this Compact and its promulgated rules. The relief sought may include both injunctive relief**
 37 **and damages. In the event judicial enforcement is necessary, the prevailing party shall be**
 38 **awarded all costs of such litigation, including reasonable attorney fees. The remedies herein**
 39 **shall not be the exclusive remedies of the Commission. The Commission may pursue any**
 40 **other remedies available under federal or the defaulting participating state’s law.**

41 **3. A participating state may initiate legal action against the Commission in the U.S.**
 42 **District Court for the District of Columbia or the federal district where the Commission has**
 43 **its principal offices to enforce compliance with the provisions of the Compact and its**
 44 **promulgated rules. The relief sought may include both injunctive relief and damages. In the**
 45 **event judicial enforcement is necessary, the prevailing party shall be awarded all costs of**

1 such litigation, including reasonable attorney fees.

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

4 SECTION 11. EFFECTIVE DATE, WITHDRAWAL AND AMENDMENT

5 A. This Compact shall come into effect on the date on which this Compact statute is
6 enacted into law in the seventh participating state.

7 1. On or after the effective date of this Compact, the Commission shall convene and re-
8 view the enactment of each of the states that enacted the Compact prior to the Commission
9 convening (“charter participating states”) to determine if the statute enacted by each such
10 charter participating state is materially different than the model compact.

11 a. A charter participating state whose enactment is found to be materially different from
12 the model compact shall be entitled to the default process set forth in section 10 of this
13 Compact.

14 b. If any participating state is later found to be in default, or is terminated or withdraws
15 from this Compact, the Commission shall remain in existence and this Compact shall remain
16 in effect even if the number of participating states should be less than seven.

17 2. Participating states enacting this Compact subsequent to the charter participating
18 states shall be subject to the process set forth in section 7.C.23 of this Compact to determine
19 if their enactments are materially different from the model compact and whether they
20 qualify for participation in this Compact.

21 3. All actions taken for the benefit of the Commission or in furtherance of the purposes
22 of the administration of this Compact prior to the effective date of this Compact or the
23 Commission coming into existence shall be considered to be actions of the Commission unless
24 specifically repudiated by the Commission.

25 4. Any state that joins this Compact subsequent to the Commission’s initial adoption of
26 the rules and bylaws shall be subject to the Commission’s rules and bylaws as they exist on
27 the date on which this Compact becomes law in that state. Any rule that has been previously
28 adopted by the Commission shall have the full force and effect of law on the day this Com-
29 pact becomes law in that state.

30 B. Any participating state may withdraw from this Compact by enacting a statute re-
31 pealing that state’s enactment of this Compact.

32 1. A participating state’s withdrawal shall not take effect until 180 days after enactment
33 of the repealing statute.

34 2. Withdrawal shall not affect the continuing requirement of the withdrawing state’s li-
35 censing authority or authorities to comply with the investigative and adverse action report-
36 ing requirements of this Compact prior to the effective date of withdrawal.

37 3. Upon the enactment of a statute withdrawing from this Compact, the state shall im-
38 mediately provide notice of such withdrawal to all licensees within that state.
39 Notwithstanding any subsequent statutory enactment to the contrary, such withdrawing
40 state shall continue to recognize all Compact privileges to practice within that state granted
41 pursuant to this Compact for a minimum of 180 days after the date of such notice of with-
42 drawal.

43 C. Nothing contained in this Compact shall be construed to invalidate or prevent any
44 licensure agreement or other cooperative arrangement between a participating state and a
45 nonparticipating state that does not conflict with the provisions of this Compact.

1 **D. This Compact may be amended by the participating states. No amendment to this**
 2 **Compact shall become effective and binding upon any participating state until it is enacted**
 3 **into the laws of all participating states.**

4 **SECTION 12. CONSTRUCTION AND SEVERABILITY**

5 **A. This Compact and the Commission’s rulemaking authority shall be liberally construed**
 6 **so as to effectuate the purposes, and the implementation and administration of this Compact.**
 7 **Provisions of this Compact expressly authorizing or requiring the promulgation of rules shall**
 8 **not be construed to limit the Commission’s rulemaking authority solely for those purposes.**

9 **B. The provisions of this Compact shall be severable and if any phrase, clause, sentence**
 10 **or provision of this Compact is held by a court of competent jurisdiction to be contrary to**
 11 **the constitution of any participating state, a state seeking participation in this Compact or**
 12 **the United States, or the applicability thereof to any government, agency, person or cir-**
 13 **cumstance is held to be unconstitutional by a court of competent jurisdiction, the validity**
 14 **of the remainder of this Compact and the applicability thereof to any other government,**
 15 **agency, person or circumstance shall not be affected thereby.**

16 **C. Notwithstanding subsection B of this section, the Commission may deny a state’s**
 17 **participation in this Compact or, in accordance with the requirements of section 10.B of this**
 18 **Compact, terminate a participating state’s participation in this Compact, if it determines**
 19 **that a constitutional requirement of a participating state is a material departure from this**
 20 **Compact. Otherwise, if this Compact shall be held to be contrary to the constitution of any**
 21 **participating state, this Compact shall remain in full force and effect as to the remaining**
 22 **participating states and in full force and effect as to the participating state affected as to**
 23 **all severable matters.**

24 **SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS**

25 **A. Nothing herein shall prevent or inhibit the enforcement of any other law of a partic-**
 26 **ipating state that is not inconsistent with this Compact.**

27 **B. Any laws, statutes, regulations or other legal requirements in a participating state in**
 28 **conflict with this Compact are superseded to the extent of the conflict.**

29 **C. All permissible agreements between the Commission and the participating states are**
 30 **binding in accordance with their terms.**

31
 32
 33 **SECTION 2. The Legislative Assembly of the State of Oregon hereby ratifies the Dentist**
 34 **and Dental Hygienist Compact set forth in section 1 of this 2025 Act.**

35 **SECTION 3. ORS 676.177 is amended to read:**

36 676.177. (1) Notwithstanding any other provision of ORS 676.165 to 676.180 and except as pro-
 37 vided in subsection (5) of this section, a health professional regulatory board, upon a determination
 38 by the board that it possesses otherwise confidential information that reasonably relates to the
 39 regulatory or enforcement function of another public entity, may disclose that information to the
 40 other public entity.

41 (2) Any public entity that receives information pursuant to subsection (1) of this section shall
 42 agree to take all reasonable steps to maintain the confidentiality of the information, except that the
 43 public entity may use or disclose the information to the extent necessary to carry out the regulatory
 44 or enforcement functions of the public entity.

45 (3) For purposes of this section, “public entity” means:

1 (a) A board or agency of this state, or a board or agency of another state with regulatory or
 2 enforcement functions similar to the functions of a health professional regulatory board of this state;

3 (b) A district attorney;

4 (c) The Department of Justice;

5 (d) A state or local public body of this state that licenses, franchises or provides emergency
 6 medical services; or

7 (e) A law enforcement agency of this state, another state or the federal government.

8 (4) Notwithstanding subsections (1) to (3) of this section[,]:

9 (a) The Oregon Board of Physical Therapy may disclose information described in subsection (1)
 10 of this section to the Physical Therapy Compact Commission [*established*] **described** in ORS 688.240.

11 **(b) The Oregon Board of Dentistry may disclose information described in subsection (1)**
 12 **of this section to the Dentist and Dental Hygienist Compact Commission described in section**
 13 **1 of this 2025 Act.**

14 (5) A health professional regulatory board may not disclose the information described in sub-
 15 section (1) of this section to another public entity if the information relates to the provision of or
 16 referral for reproductive or gender-affirming health care services.

17 **SECTION 4.** ORS 679.025 is amended to read:

18 679.025. (1) A person may not practice dentistry or purport to be a dentist without a valid li-
 19 cense to practice dentistry issued by the Oregon Board of Dentistry.

20 (2) Subsection (1) of this section does not apply to:

21 (a) Dentists licensed in another state or country making a clinical presentation sponsored by a
 22 bona fide dental society or association or an accredited dental educational institution approved by
 23 the board.

24 (b) Bona fide full-time students of dentistry who, during the period of their enrollment and as a
 25 part of the course of study in an Oregon accredited dental education program, engage in clinical
 26 studies on the premises of such institution or in a clinical setting located off the premises of the
 27 institution if the facility, the instructional staff and the course of study to be pursued at the off-
 28 premises location meet minimum requirements prescribed by the rules of the board and the clinical
 29 study is performed under the indirect supervision of a member of the faculty.

30 (c) Bona fide full-time students of dentistry who, during the period of their enrollment and as a
 31 part of the course of study in a dental education program located outside of Oregon that is accred-
 32 ited by the Commission on Dental Accreditation of the American Dental Association or its successor
 33 agency, engage in community-based or clinical studies as an elective or required rotation in a clin-
 34 ical setting located in Oregon if the community-based or clinical studies meet minimum requirements
 35 prescribed by the rules of the board and are performed under the indirect supervision of a member
 36 of the faculty of the Oregon Health and Science University School of Dentistry.

37 (d) Candidates who are preparing for a licensure examination to practice dentistry and whose
 38 application has been accepted by the board or its agent, if the clinical preparation is conducted in
 39 a clinic located on premises approved for that purpose by the board and if the procedures are lim-
 40 ited to examination only. This exception shall exist for a period not to exceed two weeks imme-
 41 diately prior to a regularly scheduled licensure examination.

42 (e) Dentists practicing in the discharge of official duties as employees of the United States
 43 Government and any of its agencies.

44 (f) Instructors of dentistry, whether full- or part-time, while exclusively engaged in teaching ac-
 45 tivities and while employed in accredited dental educational institutions.

1 (g) Dentists who are employed by public health agencies and who are not engaged in the direct
2 delivery of clinical dental services to patients.

3 (h) Persons licensed to practice medicine in the State of Oregon in the regular discharge of their
4 duties.

5 (i) Persons qualified to perform services relating to general anesthesia or sedation under the
6 direct supervision of a licensed dentist.

7 (j)(A) Dentists licensed in another country and in good standing, while practicing dentistry
8 without compensation for no more than five consecutive days in any 12-month period, provided the
9 dentist submits an application to the board at least 10 days before practicing dentistry under this
10 subparagraph and the application is approved by the board.

11 (B) Dentists licensed in another state or United States territory and practicing in this state
12 under ORS 676.347.

13 (k) Persons practicing dentistry upon themselves as the patient.

14 (L) Dental hygienists, dental assistants or dental technicians performing services under the
15 supervision of a licensed dentist in accordance with the rules adopted by the board.

16 (m) A person licensed as a denturist under ORS 680.500 to 680.565 engaged in the practice of
17 denture technology.

18 (n) An expanded practice dental hygienist who renders services authorized by a permit issued
19 by the board pursuant to ORS 680.200.

20 **(o) A person authorized under compact privilege as defined in section 1 of this 2025 Act.**

21 **SECTION 5.** ORS 679.260 is amended to read:

22 679.260. (1) The Oregon Board of Dentistry Account is established in the State Treasury separ-
23 ate and distinct from the General Fund.

24 (2) All moneys received by the Oregon Board of Dentistry under this chapter shall be paid to
25 the State Treasury and credited to the [*Oregon Board of Dentistry*] account. Any interest or other
26 income derived from moneys paid into the account shall be credited monthly to the account.

27 (3) Moneys in the [*Oregon Board of Dentistry*] account are appropriated continuously **to the**
28 **board** and shall be used only for the administration and enforcement of ORS 676.850 and 680.010 to
29 680.205 and this chapter **and for the purpose of meeting the financial obligations imposed on**
30 **the State of Oregon as a result of this state's participation in the Dentist and Dental**
31 **Hygienist Compact described in section 1 of this 2025 Act.**

32 (4) Ten percent of the annual license fee to be paid by each licensee of the [*Oregon Board of*
33 *Dentistry*] **board** shall be used by the board to ensure the continued professional competence of
34 licensees. Such activities shall include the development of performance standards and professional
35 peer review.

36 **SECTION 6.** ORS 680.020 is amended to read:

37 680.020. (1) It is unlawful for any person not otherwise authorized by law to practice dental
38 hygiene or purport to be a dental hygienist without a valid license to practice dental hygiene issued
39 by the Oregon Board of Dentistry.

40 (2) Subsection (1) of this section does not apply to:

41 (a) Dental hygienists licensed in another state making a clinical presentation sponsored by a
42 bona fide dental or dental hygiene society or association or an accredited dental or dental hygiene
43 education program approved by the board.

44 (b) Bona fide students of dental hygiene who engage in clinical studies during the period of their
45 enrollment and as a part of the course of study in an Oregon dental hygiene education program. The

1 program must be accredited by the Commission on Dental Accreditation of the American Dental
 2 Association, or its successor agency, and approved by the board. The clinical study may be con-
 3 ducted on the premises of the program or in a clinical setting located off the premises. The facility,
 4 the instructional staff and the course of study at the off-premises location must meet minimum re-
 5 quirements prescribed by the rules of the board, and the clinical study at the off-premises location
 6 must be performed under the indirect supervision of a member of the faculty.

7 (c) Bona fide students of dental hygiene who engage in community-based or clinical studies as
 8 an elective or required rotation in a clinical setting located in Oregon during the period of their
 9 enrollment and as a part of the course of study in a dental hygiene education program located out-
 10 side of Oregon. The program must be accredited by the Commission on Dental Accreditation of the
 11 American Dental Association or its successor agency. The community-based or clinical studies must:

12 (A) Meet minimum requirements prescribed by the rules of the board; and

13 (B) Be performed under the indirect supervision of a member of the faculty of the Oregon Health
 14 and Science University School of Dentistry or another Oregon institution with an accredited dental
 15 hygiene education program approved by the board.

16 (d) Students of dental hygiene or graduates of dental hygiene programs who engage in clinical
 17 studies as part of a course of study or continuing education course offered by an institution with a
 18 dental or dental hygiene program. The program must be accredited by the Commission on Dental
 19 Accreditation of the American Dental Association or its successor agency.

20 (e) Candidates who are preparing for licensure examination to practice dental hygiene and
 21 whose application has been accepted by the board or its agent, if the clinical preparation is con-
 22 ducted in a clinic located on premises approved for that purpose by the board and if the procedures
 23 are limited to examination only.

24 (f) Dental hygienists practicing in the discharge of official duties as employees of the United
 25 States Government and any of its agencies.

26 (g) Instructors of dental hygiene, whether full- or part-time, while exclusively engaged in teach-
 27 ing activities and while employed in accredited dental hygiene educational programs.

28 (h) Dental hygienists who are employed by public health agencies and who are not engaged in
 29 direct delivery of clinical dental hygiene services to patients.

30 (i) Counselors and health assistants who have been trained in the application of fluoride
 31 varnishes to the teeth of children and who apply fluoride varnishes only to the teeth of children
 32 enrolled in or receiving services from the Women, Infants and Children Program, the Oregon
 33 Prenatal to Kindergarten Program or a federal Head Start grant program.

34 (j) Persons acting in accordance with rules adopted by the State Board of Education under ORS
 35 336.213 to provide dental screenings to students.

36 (k) Dental hygienists licensed in another state or United States territory and practicing in this
 37 state under ORS 676.347.

38 **(L) Persons authorized under compact privilege as defined in section 1 of this 2025 Act.**

39 **SECTION 7. (1) The amendments to ORS 676.177 by section 3 of this 2025 Act apply to**
 40 **information disclosed on or after the operative date specified in section 8 of this 2025 Act.**

41 **(2) The amendments to ORS 679.025 by section 4 of this 2025 Act apply to persons au-**
 42 **thorized to practice by compact privilege on or after the operative date specified in section**
 43 **8 of this 2025 Act.**

44 **(3) The amendments to ORS 679.260 by section 5 of this 2025 Act apply to moneys received**
 45 **by the Oregon Board of Dentistry on or after the operative date specified in section 8 of this**

1 **2025 Act.**

2 (4) **The amendments to ORS 680.020 by section 6 of this 2025 Act apply to persons au-**
3 **thorized by compact privilege on or after the operative date specified in section 8 of this 2025**
4 **Act.**

5 **SECTION 8. (1) Sections 1 and 2 of this 2025 Act and the amendments to ORS 676.177,**
6 **679.025, 679.260 and 680.020 by sections 3 to 6 of this 2025 Act become operative on January**
7 **1, 2026.**

8 (2) **The Oregon Board of Dentistry may take any action before the operative date speci-**
9 **fied in subsection (1) of this section that is necessary to enable the board to exercise, on and**
10 **after the operative date specified (1) of this section, all of the duties, functions and powers**
11 **conferred on the board by sections 1 and 2 of this 2025 Act and the amendments to ORS**
12 **676.177, 679.025, 679.260 and 680.020 by sections 3 to 6 of this 2025 Act.**

13 **SECTION 9. This 2025 Act takes effect on the 91st day after the date on which the 2025**
14 **regular session of the Eighty-third Legislative Assembly adjourns sine die.**

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