

HOUSE BILL NO. 4935

September 11, 2025, Introduced by Reps. Fairbairn, Prestin, Bohnak, Cavitt, Markkanen, Beson, Linting, Thompson, Wortz, Paquette and VanderWall and referred to Committee on Health Policy.

A bill to amend 1978 PA 368, entitled
"Public health code,"
by amending section 16601 (MCL 333.16601), as amended by 2018 PA
463, and by adding sections 16187b and 16611a.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 **Sec. 16187b. (1) The dentist and dental hygienist compact is**
2 **enacted into law and entered into by this state as a party with all**
3 **jurisdictions that legally join in the compact, in the form**
4 **substantially as follows:**

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. The Compact does this by establishing a pathway for a 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. The 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. The 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.

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

E. Does not interfere with licensure requirements established

1 by a Participating State.

2 F. Facilitates the sharing of licensure and disciplinary
3 information among Participating States.

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

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

11 I. Promotes the cooperation of Participating State in
12 regulating the practice of dentistry and dental hygiene within
13 those States.

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

16 SECTION 2. DEFINITIONS

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

19 A. "Active Military Member" means any person with full-time
20 duty status in the Armed Forces of the United States, including
21 members of the National Guard and Reserve.

22 B. "Adverse Action" means disciplinary action or encumbrance
23 imposed on a License or Compact Privilege by a State Licensing
24 Authority.

25 C. "Alternative Program" means a non-disciplinary monitoring
26 or practice remediation process applicable to a Dentist or Dental
27 Hygienist approved by a State Licensing Authority of a
28 Participating State in which the Dentist or Dental Hygienist is
29 licensed. This includes, but is not limited to, programs to which

1 Licensees with substance abuse or addiction issues are referred in
2 lieu of Adverse Action.

3 D. "Clinical Assessment" means examination or process,
4 required for licensure as a Dentist or Dental Hygienist as
5 applicable, that provides evidence of clinical competence in
6 dentistry or dental hygiene.

7 E. "Commissioner" means the individual appointed by a
8 Participating State to serve as the member of the Commission for
9 that Participating State.

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

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

14 H. "Continuing Professional Development" means a requirement,
15 as a condition of License renewal to provide evidence of successful
16 participation in educational or professional activities relevant to
17 practice or area of work.

18 I. "Criminal Background Check" means the submission of
19 fingerprints or other biometric-based information for a License
20 applicant for the purpose of obtaining that applicant's criminal
21 history record information, as defined in 28 CFR 20.3(d) from the
22 Federal Bureau of Investigation and the State's criminal history
23 record repository as defined in 28 CFR 20.3(f).

24 J. "Data System" means the Commission's repository of
25 information about Licensees, including but not limited to
26 examination, licensure, investigative, Compact Privilege, Adverse
27 Action, and Alternative Program.

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

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

3 M. "Dentist and Dental Hygienist Compact Commission" or
4 "Commission" means a joint government agency established by this
5 Compact comprised of each State that has enacted the Compact and a
6 national administrative body comprised of a Commissioner from each
7 State that has enacted the Compact.

8 N. "Encumbered License" means a License that a State Licensing
9 Authority has limited in any way other than through an Alternative
10 Program.

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

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

17 Q. "License" means current authorization by a State, other
18 than authorization pursuant to a Compact Privilege, or other
19 privilege, for an individual to practice as a Dentist or Dental
20 Hygienist in that State.

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

24 S. "Model Compact" the model for the Dentist and Dental
25 Hygienist Compact on file with the Council of State Governments or
26 other entity as designated by the Commission.

27 T. "Participating State" means a State that has enacted the
28 Compact and been admitted to the Commission in accordance with the
29 provisions herein and Commission Rules.

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

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

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

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

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

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

28 AA. "State Licensing Authority" means an agency or other
29 entity of a State that is responsible for the licensing and

1 regulation of Dentists or Dental Hygienists.

2 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

5 1. Enact a compact that is not materially different from the
6 Model 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
9 complaints about its Licensees and License applicants;

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

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

17 6. Comply with the Commission Rules applicable to a
18 Participating State;

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

22 8. Accept for licensure that applicants for a Dentist License
23 graduate from a predoctoral dental education program accredited by
24 the Commission on Dental Accreditation, or another accrediting
25 agency recognized by the United States Department of Education for
26 the accreditation of dentistry and dental hygiene education
27 programs, leading to the Doctor of Dental Surgery (D.D.S.) or
28 Doctor of Dental Medicine (D.M.D.) degree;

29 9. Accept for licensure that applicants for a Dental Hygienist

1 License graduate from a dental hygiene education program accredited
2 by the Commission on Dental Accreditation or another accrediting
3 agency recognized by the United States Department of Education for
4 the accreditation of dentistry and dental hygiene education
5 programs;

6 10. Require for licensure that applicants successfully
7 complete a Clinical Assessment;

8 11. Have Continuing Professional Development requirements as a
9 condition for License renewal; and

10 12. Pay a participation fee to the Commission as established
11 by Commission Rule.

12 B. Providing alternative pathways for an individual to obtain
13 an unrestricted License does not disqualify a State from
14 participating in the Compact.

15 C. When conducting a Criminal Background Check the State
16 Licensing Authority shall:

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

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

21 3. Report to the Commission whether it has completed the
22 Criminal Background Check and whether the individual was granted or
23 denied a License.

24 D. A Licensee of a Participating State who has a Qualifying
25 License in that State and does not hold an Encumbered License in
26 any other Participating State, shall be issued a Compact Privilege
27 in a Remote State in accordance with the terms of the Compact and
28 Commission Rules. If a Remote State has a Jurisprudence Requirement
29 a Compact Privilege will not be issued to the Licensee unless the

1 Licensee has satisfied the Jurisprudence Requirement.

2 SECTION 4. COMPACT PRIVILEGE

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

5 1. Have a Qualifying License as a Dentist or Dental Hygienist
6 in a Participating State;

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

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

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

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

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

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

25 8. For a Dental Hygienist, have graduated from a dental
26 hygiene education program accredited by the Commission on Dental
27 Accreditation or another accrediting agency recognized by the
28 United States Department of Education for the accreditation of
29 dentistry and dental hygiene education programs;

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

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

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

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

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

25 C. A Licensee providing dentistry or dental hygiene in a
26 Remote State under the Compact Privilege shall function within the
27 Scope of Practice authorized by the Remote State for a Dentist or
28 Dental Hygienist licensed in that State.

29 D. A Licensee providing dentistry or dental hygiene pursuant

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

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

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

22 G. If a Licensee's Compact Privilege in a Remote State is
23 removed by the Remote State, the individual shall lose or be
24 ineligible for the Compact Privilege in any Remote State until the
25 following occur:

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

28 2. All conditions for removal of the Compact Privilege have
29 been satisfied.

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

4 SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSES

5 An Active Military Member and their spouse shall not be
6 required to pay to the Commission for a Compact Privilege the fee
7 otherwise charged by the Commission. If a Remote State chooses to
8 charge a fee for a Compact Privilege, it may choose to charge a
9 reduced fee or no fee to an Active Military Member and their spouse
10 for a Compact Privilege.

11 SECTION 6. ADVERSE ACTIONS

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

15 B. A Participating State may take Adverse Action based on the
16 Significant Investigative Information of a Remote State, so long as
17 the Participating State follows its own procedures for imposing
18 Adverse Action.

19 C. Nothing in this Compact shall override a Participating
20 State's decision that participation in an Alternative Program may
21 be used in lieu of Adverse Action and that such participation shall
22 remain non-public if required by the Participating State's laws.
23 Participating States must require Licensees who enter any
24 Alternative Program in lieu of discipline to agree not to practice
25 pursuant to a Compact Privilege in any other Participating State
26 during the term of the Alternative Program without prior
27 authorization from such other Participating State.

28 D. Any Participating State in which a Licensee is applying to
29 practice or is practicing pursuant to a Compact Privilege may

1 investigate actual or alleged violations of the statutes and
2 regulations authorizing the practice of dentistry or dental hygiene
3 in any other Participating State in which the Dentist or Dental
4 Hygienist holds a License or Compact Privilege.

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

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

8 2. In furtherance of its rights and responsibilities under the
9 Compact and the Commission's Rules issue subpoenas for both
10 hearings and investigations that require the attendance and
11 testimony of witnesses, and the production of evidence. Subpoenas
12 issued by a State Licensing Authority in a Participating State for
13 the attendance and testimony of witnesses, or the production of
14 evidence from another Participating State, shall be enforced in the
15 latter State by any court of competent jurisdiction, according to
16 the practice and procedure of that court applicable to subpoenas
17 issued in proceedings pending before it. The issuing authority
18 shall pay any witness fees, travel expenses, mileage, and other
19 fees required by the service statutes of the State where the
20 witnesses or evidence are located; and

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

24 F. Joint Investigations.

25 1. In addition to the authority granted to a Participating
26 State by its Dentist or Dental Hygienist licensure act or other
27 applicable State law, a Participating State may jointly investigate
28 Licensees with other Participating States.

29 2. Participating States shall share any Significant

1 Investigative Information, litigation, or compliance materials in
2 furtherance of any joint or individual investigation initiated
3 under the Compact.

4 G. Authority to Continue Investigation.

5 1. After a Licensee's Compact Privilege in a Remote State is
6 terminated, the Remote State may continue an investigation of the
7 Licensee that began when the Licensee had a Compact Privilege in
8 that Remote State.

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

15 SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION

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

23 B. Participation, Voting, and Meetings.

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

29 2. The Commissioner shall be a member or designee of such

1 Authority or Authorities.

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

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

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

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

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

18 C. The Commission shall have the following powers:

19 1. Establish the fiscal year of the Commission;

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

22 3. Adopt Rules and bylaws;

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

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

27 6. Initiate and conclude legal proceedings or actions in the
28 name of the Commission, provided that the standing of any State
29 Licensing Authority to sue or be sued under applicable law shall

1 not be affected;

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

6 8. Purchase and maintain insurance and bonds;

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

9 10. Conduct an annual financial review;

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

16 12. As set forth in the Commission Rules, charge a fee to a
17 Licensee for the grant of a Compact Privilege in a Remote State and
18 thereafter, as may be established by Commission Rule, charge the
19 Licensee a Compact Privilege renewal fee for each renewal period in
20 which that Licensee exercises or intends to exercise the Compact
21 Privilege in that Remote State. Nothing herein shall be construed
22 to prevent a Remote State from charging a Licensee a fee for a
23 Compact Privilege or renewals of a Compact Privilege, or a fee for
24 the Jurisprudence Requirement if the Remote State imposes such a
25 requirement for the grant of a Compact Privilege;

26 13. Accept any and all appropriate gifts, donations, grants of
27 money, other sources of revenue, equipment, supplies, materials,
28 and services, and receive, utilize, and dispose of the same;
29 provided that at all times the Commission shall avoid any

1 appearance of impropriety and/or conflict of interest;

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

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

7 16. Establish a budget and make expenditures;

8 17. Borrow money;

9 18. Appoint committees, including standing committees, which
10 may be composed of members, State regulators, State legislators or
11 their representatives, and consumer representatives, and such other
12 interested persons as may be designated in this Compact and the
13 bylaws;

14 19. Provide and receive information from, and cooperate with,
15 law enforcement agencies;

16 20. Elect a Chair, Vice Chair, Secretary and Treasurer and
17 such other officers of the Commission as provided in the
18 Commission's bylaws;

19 21. Establish and elect an Executive Board;

20 22. Adopt and provide to the Participating States an annual
21 report;

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

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

27 D. Meetings of the Commission.

28 1. All meetings of the Commission that are not closed pursuant
29 to this subsection shall be open to the public. Notice of public

1 meetings shall be posted on the Commission's website at least
2 thirty (30) days prior to the public meeting.

3 2. Notwithstanding subsection D.1 of this section, the
4 Commission may convene an emergency public meeting by providing at
5 least twenty-four (24) hours prior notice on the Commission's
6 website, and any other means as provided in the Commission's Rules,
7 for any of the reasons it may dispense with notice of proposed
8 rulemaking under Section 9.L. The Commission's legal counsel shall
9 certify that one of the reasons justifying an emergency public
10 meeting has been met.

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

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

18 a. Non-compliance of a Participating State with its
19 obligations under the Compact;

20 b. The employment, compensation, discipline or other matters,
21 practices or procedures related to specific employees or other
22 matters related to the Commission's internal personnel practices
23 and procedures;

24 c. Current or threatened discipline of a Licensee or Compact
25 Privilege holder by the Commission or by a Participating State's
26 Licensing Authority;

27 d. Current, threatened, or reasonably anticipated litigation;

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

1 f. Accusing any person of a crime or formally censuring any
2 person;

3 g. Trade secrets or commercial or financial information that
4 is privileged or confidential;

5 h. Information of a personal nature where disclosure would
6 constitute a clearly unwarranted invasion of personal privacy;

7 i. Investigative records compiled for law enforcement
8 purposes;

9 j. Information related to any investigative reports prepared
10 by or on behalf of or for use of the Commission or other committee
11 charged with 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 public
15 by federal or Participating State law;

16 m. Other matters as promulgated by the Commission by Rule.

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

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

1 E. Financing of the Commission.

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

5 2. The Commission may accept any and all appropriate sources
6 of revenue, donations, and grants of money, equipment, supplies,
7 materials, and services.

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

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

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

29 F. The Executive Board.

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

5 a. Overseeing the day-to-day activities of the administration
6 of the Compact including compliance with the provisions of the
7 Compact, the Commission's Rules and bylaws;

8 b. Recommending to the Commission changes to the Rules or
9 bylaws, changes to this Compact legislation, fees charged to
10 Compact Participating States, fees charged to Licensees, and other
11 fees;

12 c. Ensuring Compact administration services are appropriately
13 provided, including by contract;

14 d. Preparing and recommending the budget;

15 e. Maintaining financial records on behalf of the Commission;

16 f. Monitoring Compact compliance of Participating States and
17 providing compliance reports to the Commission;

18 g. Establishing additional committees as necessary;

19 h. Exercising the powers and duties of the Commission during
20 the interim between Commission meetings, except for adopting or
21 amending Rules, adopting or amending bylaws, and exercising any
22 other powers and duties expressly reserved to the Commission by
23 Rule or bylaw;

24 i. Other duties as provided in the Rules or bylaws of the
25 Commission.

26 2. The Executive Board shall be composed of up to seven (7)
27 members:

28 a. The Chair, Vice Chair, Secretary and Treasurer of the
29 Commission and any other members of the Commission who serve on the

1 Executive Board shall be voting members of the Executive Board;

2 b. Other than the Chair, Vice Chair, Secretary, and Treasurer,
3 the Commission may elect up to three (3) voting members from the
4 current membership of the Commission.

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

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

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

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

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

20 a. Meet an imminent threat to public health, safety, or
21 welfare;

22 b. Prevent a loss of Commission or Participating State funds;

23 c. Protect public health and safety.

24 G. Qualified Immunity, Defense, and Indemnification.

25 1. The members, officers, executive director, employees and
26 representatives of the Commission shall be immune from suit and
27 liability, both personally and in their official capacity, for any
28 claim for damage to or loss of property or personal injury or other
29 civil liability caused by or arising out of any actual or alleged

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

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

23 3. Notwithstanding subsection G.1 of this section, should any
24 member, officer, executive director, employee, or representative of
25 the Commission be held liable for the amount of any settlement or
26 judgment arising out of any actual or alleged act, error, or
27 omission that occurred within the scope of that individual's
28 employment, duties, or responsibilities for the Commission, or that
29 the person to whom that individual is liable had a reasonable basis

1 for believing occurred within the scope of the individual's
2 employment, duties, or responsibilities for the Commission, the
3 Commission shall indemnify and hold harmless such individual,
4 provided that the actual or alleged act, error, or omission did not
5 result from the intentional or willful or wanton misconduct of the
6 individual.

7 4. Nothing herein shall be construed as a limitation on the
8 liability of any Licensee for professional malpractice or
9 misconduct, which shall be governed solely by any other applicable
10 State laws.

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

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

19 SECTION 8. DATA SYSTEM

20 A. The Commission shall provide for the development,
21 maintenance, operation, and utilization of a coordinated database
22 and reporting system containing licensure, Adverse Action, and the
23 presence of Significant Investigative Information on all Licensees
24 and applicants for a License in Participating States.

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

29 1. Identifying information;

1 2. Licensure data;

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

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

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

10 6. The presence of Significant Investigative Information;

11 7. Other information that may facilitate the administration of
12 this Compact or the protection of the public, as determined by the
13 Rules of the Commission.

14 C. The records and information provided to a Participating
15 State pursuant to this Compact or through the Data System, when
16 certified by the Commission or an agent thereof, shall constitute
17 the authenticated business records of the Commission, and shall be
18 entitled to any associated hearsay exception in any relevant
19 judicial, quasi-judicial or administrative proceedings in a
20 Participating State.

21 D. Significant Investigative Information pertaining to a
22 Licensee in any Participating State will only be available to other
23 Participating States.

24 E. It is the responsibility of the Participating States to
25 monitor the database to determine whether Adverse Action has been
26 taken against a Licensee or License applicant. Adverse Action
27 information pertaining to a Licensee or License applicant in any
28 Participating State will be available to any other Participating
29 State.

1 F. Participating States contributing information to the Data
2 System may designate information that may not be shared with the
3 public without the express permission of the contributing State.

4 G. Any information submitted to the Data System that is
5 subsequently expunged pursuant to federal law or the laws of the
6 Participating State contributing the information shall be removed
7 from the Data System.

8 SECTION 9. RULE MAKING

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

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

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

27 D. If a majority of the legislatures of the Participating
28 States rejects a Commission Rule or portion of a Commission Rule,
29 by 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 2. If the hearing is held via telecommunication, video
25 conference, or other electronic means, the Commission shall include
26 the mechanism for access to the hearing in the Notice of Proposed
27 Rulemaking;

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

29 4. A request for comments on the proposed Rule from any

1 interested person;

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

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

7 J. Nothing in this section shall be construed as requiring a
8 separate hearing on each Commission Rule. Rules may be grouped for
9 the convenience of the Commission at hearings required by this
10 section.

11 K. The Commission shall, by majority vote of all
12 Commissioners, take final action on the proposed Rule based on the
13 rulemaking record.

14 1. The Commission may adopt changes to the proposed Rule
15 provided the changes do not enlarge the original purpose of the
16 proposed Rule.

17 2. The Commission shall provide an explanation of the reasons
18 for substantive changes made to the proposed Rule as well as
19 reasons for substantive changes not made that were recommended by
20 commenters.

21 3. The Commission shall determine a reasonable effective date
22 for the Rule. Except for an emergency as provided in subsection L,
23 the effective date of the Rule shall be no sooner than thirty (30)
24 days after the Commission issuing the notice that it adopted or
25 amended the Rule.

26 L. Upon determination that an emergency exists, the Commission
27 may consider and adopt an emergency Rule with 24 hours' notice,
28 with opportunity to comment, provided that the usual rulemaking
29 procedures provided in the Compact and in this section shall be

1 retroactively applied to the Rule as soon as reasonably possible,
2 in no event later than ninety (90) days after the effective date of
3 the Rule. For the purposes of this provision, an emergency Rule is
4 one that must be adopted immediately in order to:

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

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

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

10 4. Protect public health and safety.

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

24 N. No Participating State's rulemaking requirements shall
25 apply under this Compact.

26 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

27 A. Oversight.

28 1. The executive and judicial branches of State government in
29 each Participating State shall enforce this Compact and take all

1 actions necessary and appropriate to implement the Compact.

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

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

18 B. Default, Technical Assistance, and Termination.

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

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

29 C. If a State in default fails to cure the default, the

1 defaulting State may be terminated from the Compact upon an
2 affirmative vote of a majority of the Commissioners, and all
3 rights, privileges and benefits conferred on that State by this
4 Compact may be terminated on the effective date of termination. A
5 cure of the default does not relieve the offending State of
6 obligations or liabilities incurred during the period of default.

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

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

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

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

1 the defaulting State.

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

7 I. Dispute Resolution.

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

12 2. The Commission shall promulgate a Rule providing for both
13 mediation and binding dispute resolution for disputes as
14 appropriate.

15 J. Enforcement.

16 1. The Commission, in the reasonable exercise of its
17 discretion, shall enforce the provisions of this Compact and the
18 Commission's Rules.

19 2. By majority vote, the Commission may initiate legal action
20 against a Participating State in default in the United States
21 District Court for the District of Columbia or the federal district
22 where the Commission has its principal offices to enforce
23 compliance with the provisions of the Compact and its promulgated
24 Rules. The relief sought may include both injunctive relief and
25 damages. In the event judicial enforcement is necessary, the
26 prevailing party shall be awarded all costs of such litigation,
27 including reasonable attorney's fees. The remedies herein shall not
28 be the exclusive remedies of the Commission. The Commission may
29 pursue any other remedies available under federal or the defaulting

1 Participating State's law.

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

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

12 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

13 A. The Compact shall come into effect on the date on which the
14 Compact statute is enacted into law in the seventh Participating
15 State.

16 1. On or after the effective date of the Compact, the
17 Commission shall convene and review the enactment of each of the
18 States that enacted the Compact prior to the Commission convening
19 ("Charter Participating States") to determine if the statute
20 enacted by each such Charter Participating State is materially
21 different than the Model Compact.

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

25 b. If any Participating State is later found to be in default,
26 or is terminated or withdraws from the Compact, the Commission
27 shall remain in existence and the Compact shall remain in effect
28 even if the number of Participating States should be less than
29 seven (7).

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

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

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

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

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

23 2. Withdrawal shall not affect the continuing requirement of
24 the withdrawing State's Licensing Authority or Authorities to
25 comply with the investigative and Adverse Action reporting
26 requirements of this Compact prior to the effective date of
27 withdrawal.

28 3. Upon the enactment of a statute withdrawing from this
29 Compact, the State shall immediately provide notice of such

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

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

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

15 SECTION 12. CONSTRUCTION AND SEVERABILITY

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

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

1 applicability thereof to any other government, agency, person or
2 circumstance shall not be affected thereby.

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

14 SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS

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

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

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

23 (2) Subsection (1) may be known as the "dentist and dental
24 hygienist compact".

25 Sec. 16601. (1) As used in this part:

26 (a) "Assignment" means that a dentist has designated a patient
27 of record on whom services are to be performed and has described
28 the procedures to be performed. The dentist need not be physically
29 present in the office or in the treatment room at the time the

1 procedures are being performed.

2 (b) "Dental laboratory" means a dental workroom that is
3 operated as a part of a dental office or otherwise, by a person,
4 other than a dentist, ~~who~~**that** is engaged in, or holds ~~himself,~~
5 ~~herself,~~**oneself** or itself out as being directly or indirectly
6 engaged in, constructing, repairing, or altering prosthetic
7 dentures, bridges, orthodontic or other appliances, or structures
8 to be used as substitutes for or as a part of human teeth or jaws
9 or associated structures, or for the correction of malocclusions or
10 deformities.

11 (c) "Dentist" means an individual who is licensed **or otherwise**
12 **authorized** under this article to engage in the practice of
13 dentistry.

14 (d) "Practice of dentistry" means the diagnosis, treatment,
15 prescription, or operation for a disease, pain, deformity,
16 deficiency, injury, or physical condition of the human tooth,
17 teeth, alveolar process, gums or jaws, or their dependent tissues,
18 or an offer, undertaking, attempt to do, or holding oneself out as
19 able to do any of these acts.

20 (e) "Practice as a dental assistant" means assistance in the
21 clinical practice of dentistry based on formal education,
22 specialized knowledge, and skill at the assignment and under the
23 supervision of a dentist.

24 (f) "Practice as a dental hygienist" means practice at the
25 assignment of a dentist in that specific area of dentistry based on
26 specialized knowledge, formal education, and skill with particular
27 emphasis on preventive services and oral health education.

28 (g) "Practice as a dental therapist" means providing any of
29 the care and services, and performing any of the duties, described

1 in section 16656.

2 (2) In addition, article 1 contains general definitions and
3 principles of construction applicable to all articles in this code
4 and part 161 contains definitions applicable to this part.

5 **Sec. 16611a. (1) An individual who holds a compact privilege**
6 **to practice as a dentist under the dentist and dental hygienist**
7 **compact is authorized to engage in the practice of dentistry under**
8 **this article. For purposes of this article, including the**
9 **obligations of an individual who is licensed as a dentist, an**
10 **individual who holds a compact privilege to practice as a dentist**
11 **under the dentist and dental hygienist compact is considered a**
12 **dentist who is licensed under this part.**

13 (2) An individual who holds a compact privilege to practice as
14 a dental hygienist under the dentist and dental hygienist compact
15 is authorized to engage in the practice as a dental hygienist under
16 this article. For purposes of this article, including the
17 obligations of an individual who is licensed as a dental hygienist,
18 an individual who holds a compact privilege to practice as a dental
19 hygienist under the dentist and dental hygienist compact is
20 considered a dental hygienist who is licensed under this part.

21 (3) As used in this section, "dentist and dental hygienist
22 compact" means the dentist and dental hygienist compact as enacted
23 in section 16187b.