

As Passed by the House

135th General Assembly

Regular Session

2023-2024

Sub. S. B. No. 40

Senator Roegner

**Cosponsors: Senators Hackett, Johnson, Huffman, S., Cirino, Craig, DeMora,
Gavarone, Hoagland, Landis, Lang, McColley, Reineke, Reynolds, Romanchuk,
Wilson**

**Representatives Barhorst, Brent, Carruthers, Click, Cutrona, Dobos, Hillyer,
Lorenz, Miller, A., Roemer, Santucci, Troy, Young, T.**

A BILL

To amend sections 1751.85, 1753.09, 3901.21, 1
3923.86, 3963.01, 3963.02, 3963.03, and 4715.30 2
and to enact sections 4715.271 and 4715.272 of 3
the Revised Code to enter into the Dentist and 4
Dental Hygienist Compact and to address 5
limitations imposed by health insurers on dental 6
care services. 7

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:

Section 1. That sections 1751.85, 1753.09, 3901.21, 8
3923.86, 3963.01, 3963.02, 3963.03, and 4715.30 be amended and 9
sections 4715.271 and 4715.272 of the Revised Code be enacted to 10
read as follows: 11

Sec. 1751.85. (A) As used in this section, "covered dental 12
services," "covered vision services," "dental care provider," 13
"vision care materials," and "vision care provider" have the 14
same meanings as in section 3963.01 of the Revised Code. 15

(B) A health insuring corporation shall provide the information required in this division to all enrollees receiving coverage under an individual or group health insuring corporation policy, contract, or agreement ~~providing coverage~~ for vision care services ~~or, vision care materials, or dental care services~~. The information shall be in a conspicuous format, shall be easily accessible to enrollees, and shall do all of the following:

(1) ~~Include~~ For vision care coverage, include the following statement:

"IMPORTANT: If you opt to receive vision care services or vision care materials that are not covered benefits under this plan, a participating vision care provider may charge you his or her normal fee for such services or materials. Prior to providing you with vision care services or vision care materials that are not covered benefits, the vision care provider will provide you with an estimated cost for each service or material upon your request."

(2) For dental care coverage, include the following statement:

"IMPORTANT: If you opt to receive dental care services that are not covered benefits under this plan, a participating dental care provider may charge you his or her normal fee for such services. Prior to providing you with dental care services that are not covered benefits, the dental care provider will provide you with an estimated cost for each service."

(3) Disclose any business interest the health insuring corporation has in a source or supplier of vision care materials;

~~(3)~~ (4) Include an explanation that the enrollee may incur 45
out-of-pocket expenses as a result of the purchase of vision 46
care services ~~or, vision care materials, or dental care services~~ 47
that are not covered ~~vision services~~. The explanation shall be 48
communicated in a manner and format similar to how the health 49
insuring corporation provides an enrollee with information on 50
coverage levels and out-of-pocket expenses that may be incurred 51
by the enrollee under the policy, contract, or agreement when 52
purchasing out-of-network vision care services ~~or, vision care~~ 53
materials, or dental care services. 54

(C) A pattern of continuous or repeated violations of this 55
section is an unfair and deceptive act or practice in the 56
business of insurance under sections 3901.19 to 3901.26 of the 57
Revised Code. 58

Sec. 1753.09. (A) Except as provided in division (D) of 59
this section, prior to terminating the participation of a 60
provider on the basis of the participating provider's failure to 61
meet the health insuring corporation's standards for quality or 62
utilization in the delivery of health care services, a health 63
insuring corporation shall give the participating provider 64
notice of the reason or reasons for its decision to terminate 65
the provider's participation and an opportunity to take 66
corrective action. The health insuring corporation shall develop 67
a performance improvement plan in conjunction with the 68
participating provider. If after being afforded the opportunity 69
to comply with the performance improvement plan, the 70
participating provider fails to do so, the health insuring 71
corporation may terminate the participation of the provider. 72

(B) (1) A participating provider whose participation has 73
been terminated under division (A) of this section may appeal 74

the termination to the appropriate medical director of the 75
health insuring corporation. The medical director shall give the 76
participating provider an opportunity to discuss with the 77
medical director the reason or reasons for the termination. 78

(2) If a satisfactory resolution of a participating 79
provider's appeal cannot be reached under division (B)(1) of 80
this section, the participating provider may appeal the 81
termination to a panel composed of participating providers who 82
have comparable or higher levels of education and training than 83
the participating provider making the appeal. A representative 84
of the participating provider's specialty shall be a member of 85
the panel, if possible. This panel shall hold a hearing, and 86
shall render its recommendation in the appeal within thirty days 87
after holding the hearing. The recommendation shall be presented 88
to the medical director and to the participating provider. 89

(3) The medical director shall review and consider the 90
panel's recommendation before making a decision. The decision 91
rendered by the medical director shall be final. 92

(C) A provider's status as a participating provider shall 93
remain in effect during the appeal process set forth in division 94
(B) of this section unless the termination was based on any of 95
the reasons listed in division (D) of this section. 96

(D) Notwithstanding division (A) of this section, a 97
provider's participation may be immediately terminated if the 98
participating provider's conduct presents an imminent risk of 99
harm to an enrollee or enrollees; or if there has occurred 100
unacceptable quality of care, fraud, patient abuse, loss of 101
clinical privileges, loss of professional liability coverage, 102
incompetence, or loss of authority to practice in the 103
participating provider's field; or if a governmental action has 104

impaired the participating provider's ability to practice.	105
(E) Divisions (A) to (D) of this section apply only to providers who are natural persons.	106 107
(F) (1) Nothing in this section prohibits a health insuring corporation from rejecting a provider's application for participation, or from terminating a participating provider's contract, if the health insuring corporation determines that the health care needs of its enrollees are being met and no need exists for the provider's or participating provider's services.	108 109 110 111 112 113
(2) Nothing in this section shall be construed as prohibiting a health insuring corporation from terminating a participating provider who does not meet the terms and conditions of the participating provider's contract.	114 115 116 117
(3) Nothing in this section shall be construed as prohibiting a health insuring corporation from terminating a participating provider's contract pursuant to any provision of the contract described in division (F) (2) <u>(G) (2)</u> of section 3963.02 of the Revised Code, except that, notwithstanding any provision of a contract described in that division, this section applies to the termination of a participating provider's contract for any of the causes described in divisions (A), (D), and (F) (1) and (2) of this section.	118 119 120 121 122 123 124 125 126
(G) The superintendent of insurance may adopt rules as necessary to implement and enforce sections 1753.06, 1753.07, and 1753.09 of the Revised Code. Such rules shall be adopted in accordance with Chapter 119. of the Revised Code.	127 128 129 130
Sec. 3901.21. The following are hereby defined as unfair and deceptive acts or practices in the business of insurance:	131 132
(A) Making, issuing, circulating, or causing or permitting	133

to be made, issued, or circulated, or preparing with intent to 134
so use, any estimate, illustration, circular, or statement 135
misrepresenting the terms of any policy issued or to be issued 136
or the benefits or advantages promised thereby or the dividends 137
or share of the surplus to be received thereon, or making any 138
false or misleading statements as to the dividends or share of 139
surplus previously paid on similar policies, or making any 140
misleading representation or any misrepresentation as to the 141
financial condition of any insurer as shown by the last 142
preceding verified statement made by it to the insurance 143
department of this state, or as to the legal reserve system upon 144
which any life insurer operates, or using any name or title of 145
any policy or class of policies misrepresenting the true nature 146
thereof, or making any misrepresentation or incomplete 147
comparison to any person for the purpose of inducing or tending 148
to induce such person to purchase, amend, lapse, forfeit, 149
change, or surrender insurance. 150

Any written statement concerning the premiums for a policy 151
which refers to the net cost after credit for an assumed 152
dividend, without an accurate written statement of the gross 153
premiums, cash values, and dividends based on the insurer's 154
current dividend scale, which are used to compute the net cost 155
for such policy, and a prominent warning that the rate of 156
dividend is not guaranteed, is a misrepresentation for the 157
purposes of this division. 158

(B) Making, publishing, disseminating, circulating, or 159
placing before the public or causing, directly or indirectly, to 160
be made, published, disseminated, circulated, or placed before 161
the public, in a newspaper, magazine, or other publication, or 162
in the form of a notice, circular, pamphlet, letter, or poster, 163
or over any radio station, or in any other way, or preparing 164

with intent to so use, an advertisement, announcement, or 165
statement containing any assertion, representation, or 166
statement, with respect to the business of insurance or with 167
respect to any person in the conduct of the person's insurance 168
business, which is untrue, deceptive, or misleading. 169

(C) Making, publishing, disseminating, or circulating, 170
directly or indirectly, or aiding, abetting, or encouraging the 171
making, publishing, disseminating, or circulating, or preparing 172
with intent to so use, any statement, pamphlet, circular, 173
article, or literature, which is false as to the financial 174
condition of an insurer and which is calculated to injure any 175
person engaged in the business of insurance. 176

(D) Filing with any supervisory or other public official, 177
or making, publishing, disseminating, circulating, or delivering 178
to any person, or placing before the public, or causing directly 179
or indirectly to be made, published, disseminated, circulated, 180
delivered to any person, or placed before the public, any false 181
statement of financial condition of an insurer. 182

Making any false entry in any book, report, or statement 183
of any insurer with intent to deceive any agent or examiner 184
lawfully appointed to examine into its condition or into any of 185
its affairs, or any public official to whom such insurer is 186
required by law to report, or who has authority by law to 187
examine into its condition or into any of its affairs, or, with 188
like intent, willfully omitting to make a true entry of any 189
material fact pertaining to the business of such insurer in any 190
book, report, or statement of such insurer, or mutilating, 191
destroying, suppressing, withholding, or concealing any of its 192
records. 193

(E) Issuing or delivering or permitting agents, officers, 194

or employees to issue or deliver agency company stock or other 195
capital stock or benefit certificates or shares in any common- 196
law corporation or securities or any special or advisory board 197
contracts or other contracts of any kind promising returns and 198
profits as an inducement to insurance. 199

(F) Except as provided in section 3901.213 of the Revised 200
Code, making or permitting any unfair discrimination among 201
individuals of the same class and equal expectation of life in 202
the rates charged for any contract of life insurance or of life 203
annuity or in the dividends or other benefits payable thereon, 204
or in any other of the terms and conditions of such contract. 205

(G) (1) Except as otherwise expressly provided by law, 206
including as provided in section 3901.213 of the Revised Code, 207
knowingly permitting or offering to make or making any contract 208
of life insurance, life annuity or accident and health 209
insurance, or agreement as to such contract other than as 210
plainly expressed in the contract issued thereon, or paying or 211
allowing, or giving or offering to pay, allow, or give, directly 212
or indirectly, as inducement to such insurance, or annuity, any 213
rebate of premiums payable on the contract, or any special favor 214
or advantage in the dividends or other benefits thereon, or any 215
valuable consideration or inducement whatever not specified in 216
the contract; or giving, or selling, or purchasing, or offering 217
to give, sell, or purchase, as inducement to such insurance or 218
annuity or in connection therewith, any stocks, bonds, or other 219
securities, or other obligations of any insurance company or 220
other corporation, association, or partnership, or any dividends 221
or profits accrued thereon, or anything of value whatsoever not 222
specified in the contract. 223

(2) An insurer, producer, or representative of either 224

shall not offer or provide insurance as an inducement to the 225
purchase of another policy of insurance and shall not use the 226
words "free" or "no cost," or words of similar import, to such 227
effect in an advertisement. 228

(H) Making, issuing, circulating, or causing or permitting 229
to be made, issued, or circulated, or preparing with intent to 230
so use, any statement to the effect that a policy of life 231
insurance is, is the equivalent of, or represents shares of 232
capital stock or any rights or options to subscribe for or 233
otherwise acquire any such shares in the life insurance company 234
issuing that policy or any other company. 235

(I) Making, issuing, circulating, or causing or permitting 236
to be made, issued or circulated, or preparing with intent to so 237
issue, any statement to the effect that payments to a 238
policyholder of the principal amounts of a pure endowment are 239
other than payments of a specific benefit for which specific 240
premiums have been paid. 241

(J) Making, issuing, circulating, or causing or permitting 242
to be made, issued, or circulated, or preparing with intent to 243
so use, any statement to the effect that any insurance company 244
was required to change a policy form or related material to 245
comply with Title XXXIX of the Revised Code or any regulation of 246
the superintendent of insurance, for the purpose of inducing or 247
intending to induce any policyholder or prospective policyholder 248
to purchase, amend, lapse, forfeit, change, or surrender 249
insurance. 250

(K) Aiding or abetting another to violate this section. 251

(L) Refusing to issue any policy of insurance, or 252
canceling or declining to renew such policy because of the sex 253

or marital status of the applicant, prospective insured, 254
insured, or policyholder. 255

(M) Making or permitting any unfair discrimination between 256
individuals of the same class and of essentially the same hazard 257
in the amount of premium, policy fees, or rates charged for any 258
policy or contract of insurance, other than life insurance, or 259
in the benefits payable thereunder, or in underwriting standards 260
and practices or eligibility requirements, or in any of the 261
terms or conditions of such contract, or in any other manner 262
whatever. 263

(N) Refusing to make available disability income insurance 264
solely because the applicant's principal occupation is that of 265
managing a household. 266

(O) Refusing, when offering maternity benefits under any 267
individual or group sickness and accident insurance policy, to 268
make maternity benefits available to the policyholder for the 269
individual or individuals to be covered under any comparable 270
policy to be issued for delivery in this state, including family 271
members if the policy otherwise provides coverage for family 272
members. Nothing in this division shall be construed to prohibit 273
an insurer from imposing a reasonable waiting period for such 274
benefits under an individual sickness and accident insurance 275
policy issued to an individual who is not a federally eligible 276
individual or a nonemployer-related group sickness and accident 277
insurance policy, but in no event shall such waiting period 278
exceed two hundred seventy days. 279

For purposes of division (O) of this section, "federally 280
eligible individual" means an eligible individual as defined in 281
45 C.F.R. 148.103. 282

(P) Using, or permitting to be used, a pattern settlement 283
as the basis of any offer of settlement. As used in this 284
division, "pattern settlement" means a method by which liability 285
is routinely imputed to a claimant without an investigation of 286
the particular occurrence upon which the claim is based and by 287
using a predetermined formula for the assignment of liability 288
arising out of occurrences of a similar nature. Nothing in this 289
division shall be construed to prohibit an insurer from 290
determining a claimant's liability by applying formulas or 291
guidelines to the facts and circumstances disclosed by the 292
insurer's investigation of the particular occurrence upon which 293
a claim is based. 294

(Q) Refusing to insure, or refusing to continue to insure, 295
or limiting the amount, extent, or kind of life or sickness and 296
accident insurance or annuity coverage available to an 297
individual, or charging an individual a different rate for the 298
same coverage solely because of blindness or partial blindness. 299
With respect to all other conditions, including the underlying 300
cause of blindness or partial blindness, persons who are blind 301
or partially blind shall be subject to the same standards of 302
sound actuarial principles or actual or reasonably anticipated 303
actuarial experience as are sighted persons. Refusal to insure 304
includes, but is not limited to, denial by an insurer of 305
disability insurance coverage on the grounds that the policy 306
defines "disability" as being presumed in the event that the 307
eyesight of the insured is lost. However, an insurer may exclude 308
from coverage disabilities consisting solely of blindness or 309
partial blindness when such conditions existed at the time the 310
policy was issued. To the extent that the provisions of this 311
division may appear to conflict with any provision of section 312
3999.16 of the Revised Code, this division applies. 313

(R) (1) Directly or indirectly offering to sell, selling, 314
or delivering, issuing for delivery, renewing, or using or 315
otherwise marketing any policy of insurance or insurance product 316
in connection with or in any way related to the grant of a 317
student loan guaranteed in whole or in part by an agency or 318
commission of this state or the United States, except insurance 319
that is required under federal or state law as a condition for 320
obtaining such a loan and the premium for which is included in 321
the fees and charges applicable to the loan; or, in the case of 322
an insurer or insurance agent, knowingly permitting any lender 323
making such loans to engage in such acts or practices in 324
connection with the insurer's or agent's insurance business. 325

(2) Except in the case of a violation of division (G) of 326
this section, division (R) (1) of this section does not apply to 327
either of the following: 328

(a) Acts or practices of an insurer, its agents, 329
representatives, or employees in connection with the grant of a 330
guaranteed student loan to its insured or the insured's spouse 331
or dependent children where such acts or practices take place 332
more than ninety days after the effective date of the insurance; 333

(b) Acts or practices of an insurer, its agents, 334
representatives, or employees in connection with the 335
solicitation, processing, or issuance of an insurance policy or 336
product covering the student loan borrower or the borrower's 337
spouse or dependent children, where such acts or practices take 338
place more than one hundred eighty days after the date on which 339
the borrower is notified that the student loan was approved. 340

(S) Denying coverage, under any health insurance or health 341
care policy, contract, or plan providing family coverage, to any 342
natural or adopted child of the named insured or subscriber 343

solely on the basis that the child does not reside in the 344
household of the named insured or subscriber. 345

(T) (1) Using any underwriting standard or engaging in any 346
other act or practice that, directly or indirectly, due solely 347
to any health status-related factor in relation to one or more 348
individuals, does either of the following: 349

(a) Terminates or fails to renew an existing individual 350
policy, contract, or plan of health benefits, or a health 351
benefit plan issued to an employer, for which an individual 352
would otherwise be eligible; 353

(b) With respect to a health benefit plan issued to an 354
employer, excludes or causes the exclusion of an individual from 355
coverage under an existing employer-provided policy, contract, 356
or plan of health benefits. 357

(2) The superintendent of insurance may adopt rules in 358
accordance with Chapter 119. of the Revised Code for purposes of 359
implementing division (T) (1) of this section. 360

(3) For purposes of division (T) (1) of this section, 361
"health status-related factor" means any of the following: 362

(a) Health status; 363

(b) Medical condition, including both physical and mental 364
illnesses; 365

(c) Claims experience; 366

(d) Receipt of health care; 367

(e) Medical history; 368

(f) Genetic information; 369

(g) Evidence of insurability, including conditions arising 370

out of acts of domestic violence;	371
(h) Disability.	372
(U) With respect to a health benefit plan issued to a small employer, as those terms are defined in section 3924.01 of the Revised Code, negligently or willfully placing coverage for adverse risks with a certain carrier, as defined in section 3924.01 of the Revised Code.	373 374 375 376 377
(V) Using any program, scheme, device, or other unfair act or practice that, directly or indirectly, causes or results in the placing of coverage for adverse risks with another carrier, as defined in section 3924.01 of the Revised Code.	378 379 380 381
(W) Failing to comply with section 3923.23, 3923.231, 3923.232, 3923.233, or 3923.234 of the Revised Code by engaging in any unfair, discriminatory reimbursement practice.	382 383 384
(X) Intentionally establishing an unfair premium for, or misrepresenting the cost of, any insurance policy financed under a premium finance agreement of an insurance premium finance company.	385 386 387 388
(Y) (1) (a) Limiting coverage under, refusing to issue, canceling, or refusing to renew, any individual policy or contract of life insurance, or limiting coverage under or refusing to issue any individual policy or contract of health insurance, for the reason that the insured or applicant for insurance is or has been a victim of domestic violence;	389 390 391 392 393 394
(b) Adding a surcharge or rating factor to a premium of any individual policy or contract of life or health insurance for the reason that the insured or applicant for insurance is or has been a victim of domestic violence;	395 396 397 398

(c) Denying coverage under, or limiting coverage under, 399
any policy or contract of life or health insurance, for the 400
reason that a claim under the policy or contract arises from an 401
incident of domestic violence; 402

(d) Inquiring, directly or indirectly, of an insured 403
under, or of an applicant for, a policy or contract of life or 404
health insurance, as to whether the insured or applicant is or 405
has been a victim of domestic violence, or inquiring as to 406
whether the insured or applicant has sought shelter or 407
protection from domestic violence or has sought medical or 408
psychological treatment as a victim of domestic violence. 409

(2) Nothing in division (Y) (1) of this section shall be 410
construed to prohibit an insurer from inquiring as to, or from 411
underwriting or rating a risk on the basis of, a person's 412
physical or mental condition, even if the condition has been 413
caused by domestic violence, provided that all of the following 414
apply: 415

(a) The insurer routinely considers the condition in 416
underwriting or in rating risks, and does so in the same manner 417
for a victim of domestic violence as for an insured or applicant 418
who is not a victim of domestic violence; 419

(b) The insurer does not refuse to issue any policy or 420
contract of life or health insurance or cancel or refuse to 421
renew any policy or contract of life insurance, solely on the 422
basis of the condition, except where such refusal to issue, 423
cancellation, or refusal to renew is based on sound actuarial 424
principles or is related to actual or reasonably anticipated 425
experience; 426

(c) The insurer does not consider a person's status as 427

being or as having been a victim of domestic violence, in 428
itself, to be a physical or mental condition; 429

(d) The underwriting or rating of a risk on the basis of 430
the condition is not used to evade the intent of division (Y) (1) 431
of this section, or of any other provision of the Revised Code. 432

(3) (a) Nothing in division (Y) (1) of this section shall be 433
construed to prohibit an insurer from refusing to issue a policy 434
or contract of life insurance insuring the life of a person who 435
is or has been a victim of domestic violence if the person who 436
committed the act of domestic violence is the applicant for the 437
insurance or would be the owner of the insurance policy or 438
contract. 439

(b) Nothing in division (Y) (2) of this section shall be 440
construed to permit an insurer to cancel or refuse to renew any 441
policy or contract of health insurance in violation of the 442
"Health Insurance Portability and Accountability Act of 1996," 443
110 Stat. 1955, 42 U.S.C.A. 300gg-41(b), as amended, or in a 444
manner that violates or is inconsistent with any provision of 445
the Revised Code that implements the "Health Insurance 446
Portability and Accountability Act of 1996." 447

(4) An insurer is immune from any civil or criminal 448
liability that otherwise might be incurred or imposed as a 449
result of any action taken by the insurer to comply with 450
division (Y) of this section. 451

(5) As used in division (Y) of this section, "domestic 452
violence" means any of the following acts: 453

(a) Knowingly causing or attempting to cause physical harm 454
to a family or household member; 455

(b) Recklessly causing serious physical harm to a family 456

or household member; 457

(c) Knowingly causing, by threat of force, a family or 458
household member to believe that the person will cause imminent 459
physical harm to the family or household member. 460

For the purpose of division (Y) (5) of this section, 461
"family or household member" has the same meaning as in section 462
2919.25 of the Revised Code. 463

Nothing in division (Y) (5) of this section shall be 464
construed to require, as a condition to the application of 465
division (Y) of this section, that the act described in division 466
(Y) (5) of this section be the basis of a criminal prosecution. 467

(Z) Disclosing a coroner's records by an insurer in 468
violation of section 313.10 of the Revised Code. 469

(AA) Making, issuing, circulating, or causing or 470
permitting to be made, issued, or circulated any statement or 471
representation that a life insurance policy or annuity is a 472
contract for the purchase of funeral goods or services. 473

(BB) With respect to a health care contract as defined in 474
section 3963.01 of the Revised Code that covers vision or dental 475
services, as defined in that section, including any of the 476
contract terms prohibited under or failing to make the 477
disclosures required under division (E) or (F) of section 478
3963.02 of the Revised Code. 479

(CC) With respect to private passenger automobile 480
insurance, charging premium rates that are excessive, 481
inadequate, or unfairly discriminatory, pursuant to division (D) 482
of section 3937.02 of the Revised Code, based solely on the 483
location of the residence of the insured. 484

The enumeration in sections 3901.19 to 3901.26 of the Revised Code of specific unfair or deceptive acts or practices in the business of insurance is not exclusive or restrictive or intended to limit the powers of the superintendent of insurance to adopt rules to implement this section, or to take action under other sections of the Revised Code.

This section does not prohibit the sale of shares of any investment company registered under the "Investment Company Act of 1940," 54 Stat. 789, 15 U.S.C.A. 80a-1, as amended, or any policies, annuities, or other contracts described in section 3907.15 of the Revised Code.

As used in this section, "estimate," "statement," "representation," "misrepresentation," "advertisement," or "announcement" includes oral or written occurrences.

Sec. 3923.86. (A) As used in this section, "covered dental services," "covered vision services," "dental care provider," "vision care materials," and "vision care provider" have the same meanings as in section 3963.01 of the Revised Code.

(B) A sickness and accident insurer or public employee benefit plan shall provide the information required in this division to all insured individuals receiving coverage under an individual or group policy of sickness and accident insurance or public employee benefit plan ~~providing coverage for vision care services or, vision care materials, or dental care services~~. The information shall be in a conspicuous format, shall be easily accessible to insured individuals, and shall do all of the following:

(1) ~~include~~ For vision care coverage, include the following statement:

"IMPORTANT: If you opt to receive vision care services or vision care materials that are not covered benefits under this plan, a participating vision care provider may charge you his or her normal fee for such services or materials. Prior to providing you with vision care services or vision care materials that are not covered benefits, the vision care provider will provide you with an estimated cost for each service or material upon your request."

(2) For dental care coverage, include the following statement:

"IMPORTANT: If you opt to receive dental care services that are not covered benefits under this plan, a participating dental care provider may charge you his or her normal fee for such services. Prior to providing you with dental care services that are not covered benefits, the dental care provider will provide you with an estimated cost for each service."

(3) Disclose any business interest the insurer or plan has in a source or supplier of vision care materials;

~~(3)~~ (4) Include an explanation that the insured individual may incur out-of-pocket expenses as a result of the purchase of vision care services or, vision care materials, or dental care services that are not covered vision services. The explanation shall be communicated in a manner and format similar to how the insurer or plan provides an insured individual with information on coverage levels and out-of-pocket expenses that may be incurred by the insured individual under the policy or plan when purchasing out-of-network vision care services or, vision care materials, or dental care services.

(C) A pattern of continuous or repeated violations of this

section is an unfair and deceptive act or practice in the 543
business of insurance under sections 3901.19 to 3901.26 of the 544
Revised Code. 545

Sec. 3963.01. As used in this chapter: 546

(A) "Affiliate" means any person or entity that has 547
ownership or control of a contracting entity, is owned or 548
controlled by a contracting entity, or is under common ownership 549
or control with a contracting entity. 550

(B) "Basic health care services" has the same meaning as 551
in division (A) of section 1751.01 of the Revised Code, except 552
that it does not include any services listed in that division 553
that are provided by a pharmacist or nursing home. 554

(C) "Covered vision services" means vision care services 555
or vision care materials for which a reimbursement is available 556
under an enrollee's health care contract, or for which a 557
reimbursement would be available but for the application of 558
contractual limitations, such as a deductible, copayment, 559
coinsurance, waiting period, annual or lifetime maximum, 560
frequency limitation, alternative benefit payment, or any other 561
limitation. 562

(D) "Contracting entity" means any person that has a 563
primary business purpose of contracting with participating 564
providers for the delivery of health care services. 565

(E) "Covered dental services" means dental care services 566
for which reimbursement is available under an enrollee's health 567
care contract, or for which a reimbursement would be available 568
but for the application of contractual limitations, such as a 569
deductible, copayment, coinsurance, waiting period, annual or 570
lifetime maximum, frequency limitation, alternative benefit 571

payment, or any other limitation. 572

(F) "Credentialing" means the process of assessing and 573
validating the qualifications of a provider applying to be 574
approved by a contracting entity to provide basic health care 575
services, specialty health care services, or supplemental health 576
care services to enrollees. 577

~~(F)~~ (G) "Dental care provider" means a dentist licensed 578
under Chapter 4715. of the Revised Code. "Dental care provider" 579
does not include a dental hygienist licensed under Chapter 4715. 580
of the Revised Code. 581

(H) "Edit" means adjusting one or more procedure codes 582
billed by a participating provider on a claim for payment or a 583
practice that results in any of the following: 584

(1) Payment for some, but not all of the procedure codes 585
originally billed by a participating provider; 586

(2) Payment for a different procedure code than the 587
procedure code originally billed by a participating provider; 588

(3) A reduced payment as a result of services provided to 589
an enrollee that are claimed under more than one procedure code 590
on the same service date. 591

~~(G)~~ (I) "Electronic claims transport" means to accept and 592
digitize claims or to accept claims already digitized, to place 593
those claims into a format that complies with the electronic 594
transaction standards issued by the United States department of 595
health and human services pursuant to the "Health Insurance 596
Portability and Accountability Act of 1996," 110 Stat. 1955, 42 597
U.S.C. 1320d, et seq., as those electronic standards are 598
applicable to the parties and as those electronic standards are 599
updated from time to time, and to electronically transmit those 600

claims to the appropriate contracting entity, payer, or third-party administrator. 601
602

~~(H)~~ (J) "Enrollee" means any person eligible for health care benefits under a health benefit plan, including an eligible recipient of medicaid, and includes all of the following terms: 603
604
605

(1) "Enrollee" and "subscriber" as defined by section 1751.01 of the Revised Code; 606
607

(2) "Member" as defined by section 1739.01 of the Revised Code; 608
609

(3) "Insured" and "plan member" pursuant to Chapter 3923. of the Revised Code; 610
611

(4) "Beneficiary" as defined by section 3901.38 of the Revised Code. 612
613

~~(I)~~ (K) "Health care contract" means a contract entered into, materially amended, or renewed between a contracting entity and a participating provider for the delivery of basic health care services, specialty health care services, or supplemental health care services to enrollees. 614
615
616
617
618

~~(J)~~ (L) "Health care services" means basic health care services, specialty health care services, and supplemental health care services. 619
620
621

~~(K)~~ (M) "Material amendment" means an amendment to a health care contract that decreases the participating provider's payment or compensation, changes the administrative procedures in a way that may reasonably be expected to significantly increase the provider's administrative expenses, or adds a new product. A material amendment does not include any of the following: 622
623
624
625
626
627
628

(1) A decrease in payment or compensation resulting solely 629
from a change in a published fee schedule upon which the payment 630
or compensation is based and the date of applicability is 631
clearly identified in the contract; 632

(2) A decrease in payment or compensation that was 633
anticipated under the terms of the contract, if the amount and 634
date of applicability of the decrease is clearly identified in 635
the contract; 636

(3) An administrative change that may significantly 637
increase the provider's administrative expense, the specific 638
applicability of which is clearly identified in the contract; 639

(4) Changes to an existing prior authorization, 640
precertification, notification, or referral program that do not 641
substantially increase the provider's administrative expense; 642

(5) Changes to an edit program or to specific edits if the 643
participating provider is provided notice of the changes 644
pursuant to division (A) (1) of section 3963.04 of the Revised 645
Code and the notice includes information sufficient for the 646
provider to determine the effect of the change; 647

(6) Changes to a health care contract described in 648
division (B) of section 3963.04 of the Revised Code. 649

~~(L)~~ (N) "Participating provider" means a provider that has 650
a health care contract with a contracting entity and is entitled 651
to reimbursement for health care services rendered to an 652
enrollee under the health care contract. 653

~~(M)~~ (O) "Payer" means any person that assumes the 654
financial risk for the payment of claims under a health care 655
contract or the reimbursement for health care services provided 656
to enrollees by participating providers pursuant to a health 657

care contract. 658

~~(N)~~ (P) "Primary enrollee" means a person who is 659
responsible for making payments for participation in a health 660
care plan or an enrollee whose employment or other status is the 661
basis of eligibility for enrollment in a health care plan. 662

~~(O)~~ (Q) "Procedure codes" includes the American medical 663
association's current procedural terminology code, the American 664
dental association's current dental terminology, and the centers 665
for medicare and medicaid services health care common procedure 666
coding system. 667

~~(P)~~ (R) "Product" means one of the following types of 668
categories of coverage for which a participating provider may be 669
obligated to provide health care services pursuant to a health 670
care contract: 671

(1) A health maintenance organization or other product 672
provided by a health insuring corporation; 673

(2) A preferred provider organization; 674

(3) Medicare; 675

(4) Medicaid; 676

(5) Workers' compensation. 677

~~(Q)~~ (S) "Provider" means a physician, podiatrist, dentist, 678
chiropractor, optometrist, psychologist, physician assistant, 679
advanced practice registered nurse, occupational therapist, 680
massage therapist, physical therapist, licensed professional 681
counselor, licensed professional clinical counselor, hearing aid 682
dealer, orthotist, prosthetist, home health agency, hospice care 683
program, pediatric respite care program, or hospital, or a 684
provider organization or physician-hospital organization that is 685

acting exclusively as an administrator on behalf of a provider 686
to facilitate the provider's participation in health care 687
contracts. 688

"Provider" does not mean either of the following: 689

(1) A nursing home; 690

(2) A provider organization or physician-hospital 691
organization that leases the provider organization's or 692
physician-hospital organization's network to a third party or 693
contracts directly with employers or health and welfare funds. 694

~~(R)~~(T) "Specialty health care services" has the same 695
meaning as in section 1751.01 of the Revised Code, except that 696
it does not include any services listed in division (B) of 697
section 1751.01 of the Revised Code that are provided by a 698
pharmacist or a nursing home. 699

~~(S)~~(U) "Supplemental health care services" has the same 700
meaning as in division (B) of section 1751.01 of the Revised 701
Code, except that it does not include any services listed in 702
that division that are provided by a pharmacist or nursing home. 703

~~(T)~~(V) "Vision care materials" includes lenses, devices 704
containing lenses, prisms, lens treatments and coatings, contact 705
lenses, orthotics, vision training, and any prosthetic device 706
necessary to correct, relieve, or treat any defect or abnormal 707
condition of the human eye or its adnexa. 708

~~(U)~~(W) "Vision care provider" means either of the 709
following: 710

(1) An optometrist licensed under Chapter 4725. of the 711
Revised Code; 712

(2) A physician authorized under Chapter 4731. of the 713

Revised Code to practice medicine and surgery or osteopathic 714
medicine and surgery. 715

Sec. 3963.02. (A) (1) No contracting entity shall sell, 716
rent, or give a third party the contracting entity's rights to a 717
participating provider's services pursuant to the contracting 718
entity's health care contract with the participating provider 719
unless one of the following applies: 720

(a) The third party accessing the participating provider's 721
services under the health care contract is an employer or other 722
entity providing coverage for health care services to its 723
employees or members, and that employer or entity has a contract 724
with the contracting entity or its affiliate for the 725
administration or processing of claims for payment for services 726
provided pursuant to the health care contract with the 727
participating provider. 728

(b) The third party accessing the participating provider's 729
services under the health care contract either is an affiliate 730
or subsidiary of the contracting entity or is providing 731
administrative services to, or receiving administrative services 732
from, the contracting entity or an affiliate or subsidiary of 733
the contracting entity. 734

(c) The health care contract specifically provides that it 735
applies to network rental arrangements and states that one 736
purpose of the contract is selling, renting, or giving the 737
contracting entity's rights to the services of the participating 738
provider, including other preferred provider organizations, and 739
the third party accessing the participating provider's services 740
is any of the following: 741

(i) A payer or a third-party administrator or other entity 742

responsible for administering claims on behalf of the payer; 743

(ii) A preferred provider organization or preferred 744
provider network that receives access to the participating 745
provider's services pursuant to an arrangement with the 746
preferred provider organization or preferred provider network in 747
a contract with the participating provider that is in compliance 748
with division (A) (1) (c) of this section, and is required to 749
comply with all of the terms, conditions, and affirmative 750
obligations to which the originally contracted primary 751
participating provider network is bound under its contract with 752
the participating provider, including, but not limited to, 753
obligations concerning patient steerage and the timeliness and 754
manner of reimbursement. 755

(iii) An entity that is engaged in the business of 756
providing electronic claims transport between the contracting 757
entity and the payer or third-party administrator and complies 758
with all of the applicable terms, conditions, and affirmative 759
obligations of the contracting entity's contract with the 760
participating provider including, but not limited to, 761
obligations concerning patient steerage and the timeliness and 762
manner of reimbursement. 763

(2) The contracting entity that sells, rents, or gives the 764
contracting entity's rights to the participating provider's 765
services pursuant to the contracting entity's health care 766
contract with the participating provider as provided in division 767
(A) (1) of this section shall do both of the following: 768

(a) Maintain a web page that contains a listing of third 769
parties described in divisions (A) (1) (b) and (c) of this section 770
with whom a contracting entity contracts for the purpose of 771
selling, renting, or giving the contracting entity's rights to 772

the services of participating providers that is updated at least 773
every six months and is accessible to all participating 774
providers, or maintain a toll-free telephone number accessible 775
to all participating providers by means of which participating 776
providers may access the same listing of third parties; 777

(b) Require that the third party accessing the 778
participating provider's services through the participating 779
provider's health care contract is obligated to comply with all 780
of the applicable terms and conditions of the contract, 781
including, but not limited to, the products for which the 782
participating provider has agreed to provide services, except 783
that a payer receiving administrative services from the 784
contracting entity or its affiliate shall be solely responsible 785
for payment to the participating provider. 786

(3) Any information disclosed to a participating provider 787
under this section shall be considered proprietary and shall not 788
be distributed by the participating provider. 789

(4) Except as provided in division (A) (1) of this section, 790
no entity shall sell, rent, or give a contracting entity's 791
rights to the participating provider's services pursuant to a 792
health care contract. 793

(B) (1) No contracting entity shall require, as a condition 794
of contracting with the contracting entity, that a participating 795
provider provide services for all of the products offered by the 796
contracting entity. 797

(2) Division (B) (1) of this section shall not be construed 798
to do any of the following: 799

(a) Prohibit any participating provider from voluntarily 800
accepting an offer by a contracting entity to provide health 801

care services under all of the contracting entity's products; 802

(b) Prohibit any contracting entity from offering any 803
financial incentive or other form of consideration specified in 804
the health care contract for a participating provider to provide 805
health care services under all of the contracting entity's 806
products; 807

(c) Require any contracting entity to contract with a 808
participating provider to provide health care services for less 809
than all of the contracting entity's products if the contracting 810
entity does not wish to do so. 811

(3) (a) Notwithstanding division (B) (2) of this section, no 812
contracting entity shall require, as a condition of contracting 813
with the contracting entity, that the participating provider 814
accept any future product offering that the contracting entity 815
makes. 816

(b) If a participating provider refuses to accept any 817
future product offering that the contracting entity makes, the 818
contracting entity may terminate the health care contract based 819
on the participating provider's refusal upon written notice to 820
the participating provider no sooner than one hundred eighty 821
days after the refusal. 822

(4) Once the contracting entity and the participating 823
provider have signed the health care contract, it is presumed 824
that the financial incentive or other form of consideration that 825
is specified in the health care contract pursuant to division 826
(B) (2) (b) of this section is the financial incentive or other 827
form of consideration that was offered by the contracting entity 828
to induce the participating provider to enter into the contract. 829

(C) No contracting entity shall require, as a condition of 830

contracting with the contracting entity, that a participating 831
provider waive or forgo any right or benefit expressly conferred 832
upon a participating provider by state or federal law. However, 833
this division does not prohibit a contracting entity from 834
restricting a participating provider's scope of practice for the 835
services to be provided under the contract. 836

(D) No health care contract shall do any of the following: 837

(1) Prohibit any participating provider from entering into 838
a health care contract with any other contracting entity; 839

(2) Prohibit any contracting entity from entering into a 840
health care contract with any other provider; 841

(3) Preclude its use or disclosure for the purpose of 842
enforcing this chapter or other state or federal law, except 843
that a health care contract may require that appropriate 844
measures be taken to preserve the confidentiality of any 845
proprietary or trade-secret information. 846

(E) (1) No contract or agreement between a contracting 847
entity and a vision care provider shall do any of the following: 848

(a) Require that a vision care provider accept as payment 849
an amount set by the contracting entity for vision care services 850
or vision care materials provided to an enrollee unless the 851
services or materials are covered vision services. 852

(i) Notwithstanding division (E) (1) (a) of this section, a 853
vision care provider may, in a contract with a contracting 854
entity, choose to accept as payment an amount set by the 855
contracting entity for vision care services or vision care 856
materials provided to an enrollee that are not covered vision 857
services. 858

(ii) No contract between a vision care provider and a contracting entity to provide covered vision services or vision care materials shall be contingent on whether the vision care provider has entered into an agreement addressing noncovered vision services pursuant to division (E) (1) (a) (i) of this section.

(iii) A contracting entity may communicate to its enrollees which vision care providers choose to accept as payment an amount set by the contracting entity for vision care services or vision care materials provided to an enrollee that are not covered vision services pursuant to division (E) (1) (a) (i) of this section. Any communication to this effect shall treat all vision care providers equally in provider directories, provider locators, and other marketing materials as participating, in-network providers, annotated only as to their decision to accept payment pursuant to division (E) (1) (a) (i) of this section.

(b) Require that a vision care provider contract with a plan offering supplemental or specialty health care services as a condition of contracting with a plan offering basic health care services;

(c) Directly limit a vision care provider's choice of sources and suppliers of vision care materials;

(d) Include a provision that prohibits a vision care provider from describing out-of-network options to an enrollee in accordance with division (E) (2) of this section.

The provisions of divisions (E) (1) (a) to (d) of this section shall be effective for contracts entered into, amended, or renewed on or after January 1, 2019.

(2) A vision care provider recommending an out-of-network source or supplier of vision care materials to an enrollee shall notify the enrollee in writing that the source or supplier is out-of-network and shall inform the enrollee of the cost of those materials. The vision care provider shall also disclose in writing to an enrollee any business interest the provider has in a recommended out-of-network source or supplier utilized by the enrollee.

(3) A vision care provider who chooses not to accept as payment an amount set by a contracting entity for vision care services or vision care materials that are not covered vision services shall do both of the following:

(a) Upon the request of an enrollee seeking vision care services or vision care materials that are not covered vision services, provide to the enrollee pricing and reimbursement information, including all of the following:

(i) The estimated fee or discounted price suggested by the contracting entity for the noncovered service or material;

(ii) The estimated fee charged by the vision care provider for the noncovered service or material;

(iii) The amount the vision care provider expects to be reimbursed by the contracting entity for the noncovered service or material;

(iv) The estimated pricing and reimbursement information for any covered services or materials that are also expected to be provided during the enrollee's visit.

(b) Post, in a conspicuous place, a notice stating the following:

"IMPORTANT: This vision care provider does not accept the fee schedule set by your insurer for vision care services and vision care materials that are not covered benefits under your plan and instead charges his or her normal fee for those services and materials. This vision care provider will provide you with an estimated cost for each non-covered service or material upon your request."

(4) Nothing in division (E) of this section shall do any of the following:

(a) Restrict or limit a contracting entity's determination of specific amounts of coverage or reimbursement for the use of network or out-of-network sources or suppliers of vision care materials as set forth in an enrollee's benefit plan;

(b) Restrict or limit a contracting entity's ability to enter into an agreement with another contracting entity or an affiliate of another contracting entity;

(c) Restrict or limit a health care plan's ability to enter into an agreement with a vision care plan to deliver routine vision care services that are covered under an enrollee's plan;

(d) Restrict or limit a vision care plan network from acting as a network for a health care plan;

(e) Prohibit a contracting entity from requiring participating vision care providers to offer network sources or suppliers of vision care materials to enrollees;

(f) Prohibit an enrollee from utilizing a network source or supplier of vision care materials as set forth in an enrollee's plan;

(g) Prohibit a participating vision care provider from 944
accepting as payment an amount that is the same as the amount 945
set by the contracting entity for vision care services or vision 946
care materials that are not covered vision services. 947

~~(F)~~ (F) (1) No contract or agreement between a contracting 948
entity and a dental care provider shall do any of the following: 949

(a) Require that a dental care provider accept as payment 950
an amount set by the contracting entity for dental care services 951
provided to an enrollee unless the services are covered dental 952
services. 953

(i) Notwithstanding division (F) (1) (a) of this section, a 954
dental care provider may, in a contract with a contracting 955
entity, choose to accept as payment an amount set by the 956
contracting entity for dental care services provided to an 957
enrollee that are not covered dental services. 958

(ii) No contract between a dental care provider and a 959
contracting entity to provide covered dental services shall be 960
contingent on whether the dental care provider has entered into 961
an agreement addressing noncovered dental services pursuant to 962
division (F) (1) (a) (i) of this section. 963

(iii) A contracting entity may communicate to its 964
enrollees which dental care providers choose to accept as 965
payment an amount set by the contracting entity for dental care 966
services provided to an enrollee that are not covered dental 967
services pursuant to division (F) (1) (a) (i) of this section. Any 968
communication to this effect shall treat all dental care 969
providers equally in provider directories, provider locators, 970
and other marketing materials as participating, in-network 971
providers, annotated only as to their decision to accept payment 972

pursuant to division (F)(1)(a)(i) of this section. 973

(b) Require that a dental care provider contract with a 974
plan offering supplemental or specialty health care services as 975
a condition of contracting with a plan offering basic health 976
care services. 977

The provisions of divisions (F)(1)(a) and (b) of this 978
section apply to contracts entered into, amended, or renewed on 979
or after January 1, 2025. 980

(2) A dental care provider who chooses not to accept as 981
payment an amount set by a contracting entity for dental care 982
services that are not covered dental services shall do both of 983
the following: 984

(a) Provide to an enrollee seeking dental care services 985
that are not covered dental services pricing and reimbursement 986
information, including all of the following: 987

(i) The estimated fee or discounted price suggested by the 988
contracting entity for the noncovered service; 989

(ii) The estimated fee charged by the dental care provider 990
for the noncovered service; 991

(iii) The amount the dental care provider expects to be 992
reimbursed by the contracting entity for the noncovered service; 993

(iv) The estimated pricing and reimbursement information 994
for any covered services that are also expected to be provided 995
during the enrollee's visit. 996

(b) Post, in a conspicuous place, a notice stating the 997
following: 998

"IMPORTANT: This dental care provider does not accept the 999

fee schedule set by your insurer for dental care services that 1000
are not covered benefits under your plan and instead charges his 1001
or her normal fee for those services. This dental care provider 1002
will provide you with an estimated cost for each noncovered 1003
service." 1004

(3) Nothing in division (F) of this section shall do any 1005
of the following: 1006

(a) Restrict or limit a contracting entity's ability to 1007
enter into an agreement with another contracting entity or an 1008
affiliate of another contracting entity; 1009

(b) Restrict or limit a health care plan's ability to 1010
enter into an agreement with a dental care plan to deliver 1011
routine dental care services that are covered under an 1012
enrollee's plan; 1013

(c) Restrict or limit a dental care plan network from 1014
acting as a network for a health care plan; 1015

(d) Prohibit a participating dental care provider from 1016
accepting as payment an amount that is the same as the amount 1017
set by the contracting entity for dental care services that are 1018
not covered dental services. 1019

~~(1)~~ (G) (1) In addition to any other lawful reasons for 1020
terminating a health care contract, a health care contract may 1021
only be terminated under the circumstances described in division 1022
(A) (3) of section 3963.04 of the Revised Code. 1023

(2) If the health care contract provides for termination 1024
for cause by either party, the health care contract shall state 1025
the reasons that may be used for termination for cause, which 1026
terms shall be reasonable. Once the contracting entity and the 1027
participating provider have signed the health care contract, it 1028

is presumed that the reasons stated in the health care contract 1029
for termination for cause by either party are reasonable. 1030
Subject to division ~~(F) (3)~~ (G) (3) of this section, the health 1031
care contract shall state the time by which the parties must 1032
provide notice of termination for cause and to whom the parties 1033
shall give the notice. 1034

(3) Nothing in divisions ~~(F) (1)~~ (G) (1) and (2) of this 1035
section shall be construed as prohibiting any health insuring 1036
corporation from terminating a participating provider's contract 1037
for any of the causes described in divisions (A), (D), and (F) 1038
(1) and (2) of section 1753.09 of the Revised Code. 1039
Notwithstanding any provision in a health care contract pursuant 1040
to division ~~(F) (2)~~ (G) (2) of this section, section 1753.09 of 1041
the Revised Code applies to the termination of a participating 1042
provider's contract for any of the causes described in divisions 1043
(A), (D), and (F) (1) and (2) of section 1753.09 of the Revised 1044
Code. 1045

(4) Subject to sections 3963.01 to 3963.11 of the Revised 1046
Code, nothing in this section prohibits the termination of a 1047
health care contract without cause if the health care contract 1048
otherwise provides for termination without cause. 1049

(5) Nothing in division ~~(F)~~ (G) of this section shall be 1050
construed to expand the regulatory authority of the 1051
superintendent to vision care providers or dental care 1052
providers. 1053

~~(G) (1)~~ (H) (1) Disputes among parties to a health care 1054
contract that only concern the enforcement of the contract 1055
rights conferred by section 3963.02, divisions (A) and (D) of 1056
section 3963.03, and section 3963.04 of the Revised Code are 1057
subject to a mutually agreed upon arbitration mechanism that is 1058

binding on all parties. The arbitrator may award reasonable 1059
attorney's fees and costs for arbitration relating to the 1060
enforcement of this section to the prevailing party. 1061

(2) The arbitrator shall make the arbitrator's decision in 1062
an arbitration proceeding having due regard for any applicable 1063
rules, bulletins, rulings, or decisions issued by the department 1064
of insurance or any court concerning the enforcement of the 1065
contract rights conferred by section 3963.02, divisions (A) and 1066
(D) of section 3963.03, and section 3963.04 of the Revised Code. 1067

(3) A party shall not simultaneously maintain an 1068
arbitration proceeding as described in division ~~(G) (1)~~ (H) (1) of 1069
this section and pursue a complaint with the superintendent of 1070
insurance to investigate the subject matter of the arbitration 1071
proceeding. However, if a complaint is filed with the department 1072
of insurance, the superintendent may choose to investigate the 1073
complaint or, after reviewing the complaint, advise the 1074
complainant to proceed with arbitration to resolve the 1075
complaint. The superintendent may request to receive a copy of 1076
the results of the arbitration. If the superintendent of 1077
insurance notifies an insurer or a health insuring corporation 1078
in writing that the superintendent has initiated a market 1079
conduct examination into the specific subject matter of the 1080
arbitration proceeding pending against that insurer or health 1081
insuring corporation, the arbitration proceeding shall be stayed 1082
at the request of the insurer or health insuring corporation 1083
pending the outcome of the market conduct investigation by the 1084
superintendent. 1085

Sec. 3963.03. (A) Each health care contract shall include 1086
all of the following information: 1087

(1) (a) Information sufficient for the participating 1088

provider to determine the compensation or payment terms for 1089
health care services, including all of the following, subject to 1090
division (A) (1) (b) of this section: 1091

(i) The manner of payment, such as fee-for-service, 1092
capitation, or risk; 1093

(ii) The fee schedule of procedure codes reasonably 1094
expected to be billed by a participating provider's specialty 1095
for services provided pursuant to the health care contract and 1096
the associated payment or compensation for each procedure code. 1097
A fee schedule may be provided electronically. Upon request, a 1098
contracting entity shall provide a participating provider with 1099
the fee schedule for any other procedure codes requested and a 1100
written fee schedule, that shall not be required more frequently 1101
than twice per year excluding when it is provided in connection 1102
with any change to the schedule. This requirement may be 1103
satisfied by providing a clearly understandable, readily 1104
available mechanism, such as a specific web site address, that 1105
allows a participating provider to determine the effect of 1106
procedure codes on payment or compensation before a service is 1107
provided or a claim is submitted. 1108

(iii) The effect, if any, on payment or compensation if 1109
more than one procedure code applies to the service also shall 1110
be stated. This requirement may be satisfied by providing a 1111
clearly understandable, readily available mechanism, such as a 1112
specific web site address, that allows a participating provider 1113
to determine the effect of procedure codes on payment or 1114
compensation before a service is provided or a claim is 1115
submitted. 1116

(b) If the contracting entity is unable to include the 1117
information described in divisions (A) (1) (a) (ii) and (iii) of 1118

this section, the contracting entity shall include both of the 1119
following types of information instead: 1120

(i) The methodology used to calculate any fee schedule, 1121
such as relative value unit system and conversion factor or 1122
percentage of billed charges. If applicable, the methodology 1123
disclosure shall include the name of any relative value unit 1124
system, its version, edition, or publication date, any 1125
applicable conversion or geographic factor, and any date by 1126
which compensation or fee schedules may be changed by the 1127
methodology as anticipated at the time of contract. 1128

(ii) The identity of any internal processing edits, 1129
including the publisher, product name, version, and version 1130
update of any editing software. 1131

(c) If the contracting entity is not the payer and is 1132
unable to include the information described in division (A) (1) 1133
(a) or (b) of this section, then the contracting entity shall 1134
provide by telephone a readily available mechanism, such as a 1135
specific web site address, that allows the participating 1136
provider to obtain that information from the payer. 1137

(2) Any product or network for which the participating 1138
provider is to provide services; 1139

(3) The term of the health care contract; 1140

(4) A specific web site address that contains the identity 1141
of the contracting entity or payer responsible for the 1142
processing of the participating provider's compensation or 1143
payment; 1144

(5) Any internal mechanism provided by the contracting 1145
entity to resolve disputes concerning the interpretation or 1146
application of the terms and conditions of the contract. A 1147

contracting entity may satisfy this requirement by providing a 1148
clearly understandable, readily available mechanism, such as a 1149
specific web site address or an appendix, that allows a 1150
participating provider to determine the procedures for the 1151
internal mechanism to resolve those disputes. 1152

(6) A list of addenda, if any, to the contract. 1153

(B) (1) Each contracting entity shall include a summary 1154
disclosure form with a health care contract that includes all of 1155
the information specified in division (A) of this section. The 1156
information in the summary disclosure form shall refer to the 1157
location in the health care contract, whether a page number, 1158
section of the contract, appendix, or other identifiable 1159
location, that specifies the provisions in the contract to which 1160
the information in the form refers. 1161

(2) The summary disclosure form shall include all of the 1162
following statements: 1163

(a) That the form is a guide to the health care contract 1164
and that the terms and conditions of the health care contract 1165
constitute the contract rights of the parties; 1166

(b) That reading the form is not a substitute for reading 1167
the entire health care contract; 1168

(c) That by signing the health care contract, the 1169
participating provider will be bound by the contract's terms and 1170
conditions; 1171

(d) That the terms and conditions of the health care 1172
contract may be amended pursuant to section 3963.04 of the 1173
Revised Code and the participating provider is encouraged to 1174
carefully read any proposed amendments sent after execution of 1175
the contract; 1176

(e) That nothing in the summary disclosure form creates 1177
any additional rights or causes of action in favor of either 1178
party. 1179

(3) No contracting entity that includes any information in 1180
the summary disclosure form with the reasonable belief that the 1181
information is truthful or accurate shall be subject to a civil 1182
action for damages or to binding arbitration based on the 1183
summary disclosure form. Division (B) (3) of this section does 1184
not impair or affect any power of the department of insurance to 1185
enforce any applicable law. 1186

(4) The summary disclosure form described in divisions (B) 1187
(1) and (2) of this section shall be in substantially the 1188
following form: 1189

"SUMMARY DISCLOSURE FORM 1190

(1) Compensation terms 1191

(a) Manner of payment 1192

[] Fee for service 1193

[] Capitation 1194

[] Risk 1195

[] Other _____ See _____ 1196

(b) Fee schedule available at _____ 1197

(c) Fee calculation schedule available at _____ 1198

(d) Identity of internal processing edits available at 1199

_____ 1200

(e) Information in (c) and (d) is not required if 1201

information in (b) is provided. 1202

(2) List of products or networks covered by this contract	1203
[] _____	1204
[] _____	1205
[] _____	1206
[] _____	1207
[] _____	1208
(3) Term of this contract _____	1209
(4) Contracting entity or payer responsible for processing payment available at _____	1210 1211
(5) Internal mechanism for resolving disputes regarding contract terms available at _____	1212 1213
(6) Addenda to contract	1214
Title Subject	1215
(a)	1216
(b)	1217
(c)	1218
(d)	1219
(7) Telephone number to access a readily available mechanism, such as a specific web site address, to allow a participating provider to receive the information in (1) through (6) from the payer.	1220 1221 1222 1223
IMPORTANT INFORMATION - PLEASE READ CAREFULLY	1224
The information provided in this Summary Disclosure Form	1225
is a guide to the attached Health Care Contract as defined in	1226

section 3963.01—~~(I)~~—(K) of the Ohio Revised Code. The terms and 1227
conditions of the attached Health Care Contract constitute the 1228
contract rights of the parties. 1229

Reading this Summary Disclosure Form is not a substitute 1230
for reading the entire Health Care Contract. When you sign the 1231
Health Care Contract, you will be bound by its terms and 1232
conditions. These terms and conditions may be amended over time 1233
pursuant to section 3963.04 of the Ohio Revised Code. You are 1234
encouraged to read any proposed amendments that are sent to you 1235
after execution of the Health Care Contract. 1236

Nothing in this Summary Disclosure Form creates any 1237
additional rights or causes of action in favor of either party." 1238

(C) When a contracting entity presents a proposed health 1239
care contract for consideration by a provider, the contracting 1240
entity shall provide in writing or make reasonably available the 1241
information required in division (A)(1) of this section. 1242

(D) The contracting entity shall identify any utilization 1243
management, quality improvement, or a similar program that the 1244
contracting entity uses to review, monitor, evaluate, or assess 1245
the services provided pursuant to a health care contract. The 1246
contracting entity shall disclose the policies, procedures, or 1247
guidelines of such a program applicable to a participating 1248
provider upon request by the participating provider within 1249
fourteen days after the date of the request. 1250

(E) Nothing in this section shall be construed as 1251
preventing or affecting the application of section 1753.07 of 1252
the Revised Code that would otherwise apply to a contract with a 1253
participating provider. 1254

(F) The requirements of division (C) of this section do 1255

not prohibit a contracting entity from requiring a reasonable 1256
confidentiality agreement between the provider and the 1257
contracting entity regarding the terms of the proposed health 1258
care contract. If either party violates the confidentiality 1259
agreement, a party to the confidentiality agreement may bring a 1260
civil action to enjoin the other party from continuing any act 1261
that is in violation of the confidentiality agreement, to 1262
recover damages, to terminate the contract, or to obtain any 1263
combination of relief. 1264

Sec. 4715.271. The Dentist and Dental Hygienist Compact is 1265
hereby ratified, enacted into law, and entered into by the state 1266
of Ohio as a party to the compact with any other state that has 1267
legally joined the compact as follows: 1268

DENTIST AND DENTAL HYGIENIST COMPACT 1269

SECTION 1. TITLE AND PURPOSE 1270

This statute shall be known and cited as the Dentist and 1271
Dental Hygienist Compact. The purposes of this Compact are to 1272
facilitate the interstate practice of dentistry and dental 1273
hygiene and improve public access to dentistry and dental 1274
hygiene services by providing Dentists and Dental Hygienists 1275
licensed in a Participating State the ability to practice in 1276
Participating States in which they are not licensed. The Compact 1277
does this by establishing a pathway for a Dentists and Dental 1278
Hygienists licensed in a Participating State to obtain a Compact 1279
Privilege that authorizes them to practice in another 1280
Participating State in which they are not licensed. The Compact 1281
enables Participating States to protect the public health and 1282
safety with respect to the practice of such Dentists and Dental 1283
Hygienists, through the State's authority to regulate the 1284
practice of dentistry and dental hygiene in the State. The 1285

<u>Compact:</u>	1286
<u>A. Enables Dentists and Dental Hygienists who qualify for</u>	1287
<u>a Compact Privilege to practice in other Participating States</u>	1288
<u>without satisfying burdensome and duplicative requirements</u>	1289
<u>associated with securing a License to practice in those States;</u>	1290
<u>B. Promotes mobility and addresses workforce shortages</u>	1291
<u>through each Participating State's acceptance of a Compact</u>	1292
<u>Privilege to practice in that State;</u>	1293
<u>C. Increases public access to qualified, licensed Dentists</u>	1294
<u>and Dental Hygienists by creating a responsible, streamlined</u>	1295
<u>pathway for Licensees to practice in Participating States.</u>	1296
<u>D. Enhances the ability of Participating States to protect</u>	1297
<u>the public's health and safety;</u>	1298
<u>E. Does not interfere with licensure requirements</u>	1299
<u>established by a Participating State;</u>	1300
<u>F. Facilitates the sharing of licensure and disciplinary</u>	1301
<u>information among Participating States;</u>	1302
<u>G. Requires Dentists and Dental Hygienists who practice in</u>	1303
<u>a Participating State pursuant to a Compact Privilege to</u>	1304
<u>practice within the Scope of Practice authorized in that State;</u>	1305
<u>H. Extends the authority of a Participating State to</u>	1306
<u>regulate the practice of dentistry and dental hygiene within its</u>	1307
<u>borders to Dentists and Dental Hygienists who practice in the</u>	1308
<u>State through a Compact Privilege;</u>	1309
<u>I. Promotes the cooperation of Participating State in</u>	1310
<u>regulating the practice of dentistry and dental hygiene within</u>	1311
<u>those States;</u>	1312

J. Facilitates the relocation of military members and 1313
their spouses who are licensed to practice dentistry or dental 1314
hygiene; 1315

SECTION 2. DEFINITIONS 1316

As used in this Compact, unless the context requires 1317
otherwise, the following definitions shall apply: 1318

A. "Active Military Member" means any individual in full- 1319
time duty status in the armed forces of the United States 1320
including members of the National Guard and Reserve. 1321

B. "Adverse Action" means disciplinary action or 1322
encumbrance imposed on a License or Compact Privilege by a State 1323
Licensing Authority. 1324

C. "Alternative Program" means a non-disciplinary 1325
monitoring or practice remediation process applicable to a 1326
Dentist or Dental Hygienist approved by a State Licensing 1327
Authority of a Participating State in which the Dentist or 1328
Dental Hygienist is licensed. This includes, but is not limited 1329
to, programs to which Licensees with substance abuse or 1330
addiction issues are referred in lieu of Adverse Action. 1331

D. "Clinical Assessment" means examination or process, 1332
required for licensure as a Dentist or Dental Hygienist as 1333
applicable, that provides evidence of clinical competence in 1334
dentistry or dental hygiene. 1335

E. "Commissioner" means the individual appointed by a 1336
Participating State to serve as the member of the Commission for 1337
that Participating State. 1338

F. "Compact" means this Dentist and Dental Hygienist 1339
Compact. 1340

G. "Compact Privilege" means the authorization granted by 1341
a Remote State to allow a Licensee from a Participating State to 1342
practice as a Dentist or Dental Hygienist in a Remote State. 1343

H. "Continuing Professional Development" means a 1344
requirement, as a condition of License renewal to provide 1345
evidence of successful participation in educational or 1346
professional activities relevant to practice or area of work. 1347

I. "Criminal Background Check" means the submission of 1348
fingerprints or other biometric-based information for a License 1349
applicant for the purpose of obtaining that applicant's criminal 1350
history record information, as defined in 28 C.F.R. § 20.3(d) 1351
from the Federal Bureau of Investigation and the State's 1352
criminal history record repository as defined in 28 C.F.R. § 1353
20.3(f). 1354

J. "Data System" means the Commission's repository of 1355
information about Licensees, including but not limited to 1356
examination, licensure, investigative, Compact Privilege, 1357
Adverse Action, and Alternative Program. 1358

K. "Dental Hygienist" means an individual who is licensed 1359
by a State Licensing Authority to practice dental hygiene. 1360

L. "Dentist" means an individual who is licensed by a 1361
State Licensing Authority to practice dentistry. 1362

M. "Dentist and Dental Hygienist Compact Commission" or 1363
"Commission" means a joint government agency established by this 1364
Compact comprised of each State that has enacted the Compact and 1365
a national administrative body comprised of a Commissioner from 1366
each State that has enacted the Compact. 1367

N. "Encumbered License" means a License that a State 1368
Licensing Authority has limited in any way other than through an 1369

<u>Alternative Program.</u>	1370
<u>O. "Executive Board" means the Chair, Vice Chair,</u>	1371
<u>Secretary and Treasurer and any other Commissioners as may be</u>	1372
<u>determined by Commission Rule or bylaw.</u>	1373
<u>P. "Jurisprudence Requirement" means the assessment of an</u>	1374
<u>individual's knowledge of the laws and Rules governing the</u>	1375
<u>practice of dentistry or dental hygiene, as applicable, in a</u>	1376
<u>State.</u>	1377
<u>Q. "License" means current authorization by a State, other</u>	1378
<u>than authorization pursuant to a Compact Privilege, or other</u>	1379
<u>privilege, for an individual to practice as a Dentist or Dental</u>	1380
<u>Hygienist in that State.</u>	1381
<u>R. "Licensee" means an individual who holds an</u>	1382
<u>unrestricted License from a Participating State to practice as a</u>	1383
<u>Dentist or Dental Hygienist in that State.</u>	1384
<u>S. "Model Compact" the model for the Dentist and Dental</u>	1385
<u>Hygienist Compact on file with the Council of State Governments</u>	1386
<u>or other entity as designated by the Commission.</u>	1387
<u>T. "Participating State" means a State that has enacted</u>	1388
<u>the Compact and been admitted to the Commission in accordance</u>	1389
<u>with the provisions herein and Commission Rules.</u>	1390
<u>U. "Qualifying License" means a License that is not an</u>	1391
<u>Encumbered License issued by a Participating State to practice</u>	1392
<u>dentistry or dental hygiene.</u>	1393
<u>V. "Remote State" means a Participating State where a</u>	1394
<u>Licensee who is not licensed as a Dentist or Dental Hygienist is</u>	1395
<u>exercising or seeking to exercise the Compact Privilege.</u>	1396
<u>W. "Rule" means a regulation promulgated by an entity that</u>	1397

has the force of law. 1398

X. "Scope of Practice" means the procedures, actions, and 1399
processes a Dentist or Dental Hygienist licensed in a State is 1400
permitted to undertake in that State and the circumstances under 1401
which the Licensee is permitted to undertake those procedures, 1402
actions and processes. Such procedures, actions and processes 1403
and the circumstances under which they may be undertaken may be 1404
established through means, including, but not limited to, 1405
statute, regulations, case law, and other processes available to 1406
the State Licensing Authority or other government agency. 1407

Y. "Significant Investigative Information" means 1408
information, records, and documents received or generated by a 1409
State Licensing Authority pursuant to an investigation for which 1410
a determination has been made that there is probable cause to 1411
believe that the Licensee has violated a statute or regulation 1412
that is considered more than a minor infraction for which the 1413
State Licensing Authority could pursue Adverse Action against 1414
the Licensee. 1415

Z. "State" means any state, commonwealth, district, or 1416
territory of the United States of America that regulates the 1417
practices of dentistry and dental hygiene. 1418

AA. "State Licensing Authority" means an agency or other 1419
entity of a State that is responsible for the licensing and 1420
regulation of Dentists or Dental Hygienists. 1421

SECTION 3. STATE PARTICIPATION IN THE COMPACT 1422

A. In order to join the Compact and thereafter continue as 1423
a Participating State, a State must: 1424

1. Enact a compact that is not materially different from 1425
the Model Compact as determined in accordance with Commission 1426

<u>Rules;</u>	1427
<u>2. Participate fully in the Commission's Data System;</u>	1428
<u>3. Have a mechanism in place for receiving and</u>	1429
<u>investigating complaints about its Licensees and License</u>	1430
<u>applicants;</u>	1431
<u>4. Notify the Commission, in compliance with the terms of</u>	1432
<u>the Compact and Commission Rules, of any Adverse Action or the</u>	1433
<u>availability of Significant Investigative Information regarding</u>	1434
<u>a Licensee and License applicant;</u>	1435
<u>5. Fully implement a Criminal Background Check</u>	1436
<u>requirement, within a time frame established by Commission Rule,</u>	1437
<u>by receiving the results of a qualifying Criminal Background</u>	1438
<u>Check;</u>	1439
<u>6. Comply with the Commission Rules applicable to a</u>	1440
<u>Participating State;</u>	1441
<u>7. Accept the National Board Examinations of the Joint</u>	1442
<u>Commission on National Dental Examinations or another</u>	1443
<u>examination accepted by Commission Rule as a licensure</u>	1444
<u>examination;</u>	1445
<u>8. Accept for licensure that applicants for a Dentist</u>	1446
<u>License graduate from a predoctoral dental education program</u>	1447
<u>accredited by the Commission on Dental Accreditation or another</u>	1448
<u>accrediting agency recognized by the United States Department of</u>	1449
<u>Education for the accreditation of dentistry and dental hygiene</u>	1450
<u>education programs, leading to the Doctor of Dental Surgery</u>	1451
<u>(D.D.S.) or Doctor of Dental Medicine (D.M.D.) degree;</u>	1452
<u>9. Accept for licensure that applicants for a Dental</u>	1453
<u>Hygienist License graduate from a dental hygiene education</u>	1454

program accredited by the Commission on Dental Accreditation or 1455
another accrediting agency recognized by the United States 1456
Department of Education for the accreditation of dentistry and 1457
dental hygiene education programs; 1458

10. Require for licensure that applicants successfully 1459
complete a Clinical Assessment; 1460

11. Have Continuing Professional Development requirements 1461
as a condition for License renewal; and 1462

12. Pay a participation fee to the Commission as 1463
established by Commission Rule. 1464

B. Providing alternative pathways for an individual to 1465
obtain an unrestricted License does not disqualify a State from 1466
participating in the Compact. 1467

C. When conducting a Criminal Background Check the State 1468
Licensing Authority shall: 1469

1. Consider that information in making a licensure 1470
decision; 1471

2. Maintain documentation of completion of the Criminal 1472
Background Check and background check information to the extent 1473
allowed by State and federal law; and 1474

3. Report to the Commission whether it has completed the 1475
Criminal Background Check and whether the individual was granted 1476
or denied a License. 1477

D. A Licensee of a Participating State who has a 1478
Qualifying License in that State and does not hold an Encumbered 1479
License in any other Participating State, shall be issued a 1480
Compact Privilege in a Remote State in accordance with the terms 1481
of the Compact and Commission Rules. If a Remote State has a 1482

Jurisprudence Requirement a Compact Privilege will not be issued 1483
to the Licensee unless the Licensee has satisfied the 1484
Jurisprudence Requirement. 1485

SECTION 4. COMPACT PRIVILEGE 1486

A. To obtain and exercise the Compact Privilege under the 1487
terms and provisions of the Compact, the Licensee shall: 1488

1. Have a Qualifying License as a Dentist or Dental 1489
Hygienist in a Participating State; 1490

2. Be eligible for a Compact Privilege in any Remote State 1491
in accordance with D, G and H of this section; 1492

3. Submit to an application process whenever the Licensee 1493
is seeking a Compact Privilege; 1494

4. Pay any applicable Commission and Remote State fees for 1495
a Compact Privilege in the Remote State; 1496

5. Meet any Jurisprudence Requirement established by a 1497
Remote State in which the Licensee is seeking a Compact 1498
Privilege; 1499

6. Have passed a National Board Examination of the Joint 1500
Commission on National Dental Examinations or another 1501
examination accepted by Commission Rule; 1502

7. For a Dentist, have graduated from a predoctoral dental 1503
education program accredited by the Commission on Dental 1504
Accreditation or another accrediting agency recognized by the 1505
United States Department of Education for the accreditation of 1506
dentistry and dental hygiene education programs, leading to the 1507
Doctor of Dental Surgery (D.D.S.) or Doctor of Dental Medicine 1508
(D.M.D.) degree; 1509

8. For a Dental Hygienist, have graduated from a dental hygiene education program accredited by the Commission on Dental Accreditation or another accrediting agency recognized by the United States Department of Education for the accreditation of dentistry and dental hygiene education programs; 1510
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9. Have successfully completed a Clinical Assessment for licensure; 1515
1516

10. Report to the Commission Adverse Action taken by any non-Participating State when applying for a Compact Privilege and, otherwise, within thirty (30) days from the date the Adverse Action is taken; 1517
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11. Report to the Commission when applying for a Compact Privilege the address of the Licensee's primary residence and thereafter immediately report to the Commission any change in the address of the Licensee's primary residence; and 1521
1522
1523
1524

12. Consent to accept service of process by mail at the Licensee's primary residence on record with the Commission with respect to any action brought against the Licensee by the Commission or a Participating State, and consent to accept service of a subpoena by mail at the Licensee's primary residence on record with the Commission with respect to any action brought or investigation conducted by the Commission or a Participating State. 1525
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B. The Licensee must comply with the requirements of subsection A of this section to maintain the Compact Privilege in the Remote State. If those requirements are met, the Compact Privilege will continue as long as the Licensee maintains a Qualifying License in the State through which the Licensee applied for the Compact Privilege and pays any applicable 1533
1534
1535
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Compact Privilege renewal fees. 1539

C. A Licensee providing dentistry or dental hygiene in a 1540
Remote State under the Compact Privilege shall function within 1541
the Scope of Practice authorized by the Remote State for a 1542
Dentist or Dental Hygienist licensed in that State. 1543

D. A Licensee providing dentistry or dental hygiene 1544
pursuant to a Compact Privilege in a Remote State is subject to 1545
that State's regulatory authority. A Remote State may, in 1546
accordance with due process and that State's laws, by Adverse 1547
Action revoke or remove a Licensee's Compact Privilege in the 1548
Remote State for a specific period of time and impose fines or 1549
take any other necessary actions to protect the health and 1550
safety of its citizens. If a Remote State imposes an Adverse 1551
Action against a Compact Privilege that limits the Compact 1552
Privilege, that Adverse Action applies to all Compact Privileges 1553
in all Remote States. A Licensee whose Compact Privilege in a 1554
Remote State is removed for a specified period of time is not 1555
eligible for a Compact Privilege in any other Remote State until 1556
the specific time for removal of the Compact Privilege has 1557
passed and all encumbrance requirements are satisfied. 1558

E. If a License in a Participating State is an Encumbered 1559
License, the Licensee shall lose the Compact Privilege in a 1560
Remote State and shall not be eligible for a Compact Privilege 1561
in any Remote State until the License is no longer encumbered. 1562

F. Once an Encumbered License in a Participating State is 1563
restored to good standing, the Licensee must meet the 1564
requirements of subsection A of this section to obtain a Compact 1565
Privilege in a Remote State. 1566

G. If a Licensee's Compact Privilege in a Remote State is 1567

removed by the Remote State, the individual shall lose or be 1568
ineligible for the Compact Privilege in any Remote State until 1569
the following occur: 1570

1. The specific period of time for which the Compact 1571
Privilege was removed has ended; and 1572

2. All conditions for removal of the Compact Privilege 1573
have been satisfied. 1574

H. Once the requirements of subsection G of this section 1575
have been met, the Licensee must meet the requirements in 1576
subsection A of this section to obtain a Compact Privilege in a 1577
Remote State. 1578

SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSES 1579

An Active Military Member and their spouse shall not be 1580
required to pay to the Commission for a Compact Privilege the 1581
fee otherwise charged by the Commission. If a Remote State 1582
chooses to charge a fee for a Compact Privilege, it may choose 1583
to charge a reduced fee or no fee to an Active Military Member 1584
and their spouse for a Compact Privilege. 1585

SECTION 6. ADVERSE ACTIONS 1586

A. A Participating State in which a Licensee is licensed 1587
shall have exclusive authority to impose Adverse Action against 1588
the Qualifying License issued by that Participating State. 1589

B. A Participating State may take Adverse Action based on 1590
the Significant Investigative Information of a Remote State, so 1591
long as the Participating State follows its own procedures for 1592
imposing Adverse Action. 1593

C. Nothing in this Compact shall override a Participating 1594
State's decision that participation in an Alternative Program 1595

may be used in lieu of Adverse Action and that such 1596
participation shall remain non-public if required by the 1597
Participating State's laws. Participating States must require 1598
Licensees who enter any Alternative Program in lieu of 1599
discipline to agree not to practice pursuant to a Compact 1600
Privilege in any other Participating State during the term of 1601
the Alternative Program without prior authorization from such 1602
other Participating State. 1603

D. Any Participating State in which a Licensee is applying 1604
to practice or is practicing pursuant to a Compact Privilege may 1605
investigate actual or alleged violations of the statutes and 1606
regulations authorizing the practice of dentistry or dental 1607
hygiene in any other Participating State in which the Dentist or 1608
Dental Hygienist holds a License or Compact Privilege. 1609

E. A Remote State shall have the authority to: 1610

1. Take Adverse Actions as set forth in Section 4.D 1611
against a Licensee's Compact Privilege in the State; 1612

2. In furtherance of its rights and responsibilities under 1613
the Compact and the Commission's Rules issue subpoenas for both 1614
hearings and investigations that require the attendance and 1615
testimony of witnesses, and the production of evidence. 1616
Subpoenas issued by a State Licensing Authority in a 1617
Participating State for the attendance and testimony of 1618
witnesses, or the production of evidence from another 1619
Participating State, shall be enforced in the latter State by 1620
any court of competent jurisdiction, according to the practice 1621
and procedure of that court applicable to subpoenas issued in 1622
proceedings pending before it. The issuing authority shall pay 1623
any witness fees, travel expenses, mileage, and other fees 1624
required by the service statutes of the State where the 1625

witnesses or evidence are located; and 1626

3. If otherwise permitted by State law, recover from the Licensee the costs of investigations and disposition of cases resulting from any Adverse Action taken against that Licensee. 1627
1628
1629

F. Joint Investigations 1630

1. In addition to the authority granted to a Participating State by its Dentist or Dental Hygienist licensure act or other applicable State law, a Participating State may jointly investigate Licensees with other Participating States. 1631
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2. Participating States shall share any Significant Investigative Information, litigation, or compliance materials in furtherance of any joint or individual investigation initiated under the Compact. 1635
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G. Authority to Continue Investigation 1639

1. After a Licensee's Compact Privilege in a Remote State is terminated, the Remote State may continue an investigation of the Licensee that began when the Licensee had a Compact Privilege in that Remote State. 1640
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2. If the investigation yields what would be Significant Investigative Information had the Licensee continued to have a Compact Privilege in that Remote State, the Remote State shall report the presence of such information to the Data System as required by Section 8.B.6 as if it was Significant Investigative Information. 1644
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SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION. 1650

A. The Compact Participating States hereby create and establish a joint government agency whose membership consists of all Participating States that have enacted the Compact. The 1651
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1653

Commission is an instrumentality of the Participating States 1654
acting jointly and not an instrumentality of any one State. The 1655
Commission shall come into existence on or after the effective 1656
date of the Compact as set forth in Section 11A. 1657

B. Participation, Voting, and Meetings 1658

1. Each Participating State shall have and be limited to 1659
one (1) Commissioner selected by that Participating State's 1660
State Licensing Authority or, if the State has more than one 1661
State Licensing Authority, selected collectively by the State 1662
Licensing Authorities. 1663

2. The Commissioner shall be a member or designee of such 1664
Authority or Authorities. 1665

3. The Commission may by Rule or bylaw establish a term of 1666
office for Commissioners and may by Rule or bylaw establish term 1667
limits. 1668

4. The Commission may recommend to a State Licensing 1669
Authority or Authorities, as applicable, removal or suspension 1670
of an individual as the State's Commissioner. 1671

5. A Participating State's State Licensing Authority, or 1672
Authorities, as applicable, shall fill any vacancy of its 1673
Commissioner on the Commission within sixty (60) days of the 1674
vacancy. 1675

6. Each Commissioner shall be entitled to one vote on all 1676
matters that are voted upon by the Commission. 1677

7. The Commission shall meet at least once during each 1678
calendar year. Additional meetings may be held as set forth in 1679
the bylaws. The Commission may meet by telecommunication, video 1680
conference or other similar electronic means. 1681

<u>C. The Commission shall have the following powers:</u>	1682
<u>1. Establish the fiscal year of the Commission;</u>	1683
<u>2. Establish a code of conduct and conflict of interest policies;</u>	1684 1685
<u>3. Adopt Rules and bylaws;</u>	1686
<u>4. Maintain its financial records in accordance with the bylaws;</u>	1687 1688
<u>5. Meet and take such actions as are consistent with the provisions of this Compact, the Commission's Rules, and the bylaws;</u>	1689 1690 1691
<u>6. Initiate and conclude legal proceedings or actions in the name of the Commission, provided that the standing of any State Licensing Authority to sue or be sued under applicable law shall not be affected;</u>	1692 1693 1694 1695
<u>7. Maintain and certify records and information provided to a Participating State as the authenticated business records of the Commission, and designate a person to do so on the Commission's behalf;</u>	1696 1697 1698 1699
<u>8. Purchase and maintain insurance and bonds;</u>	1700
<u>9. Borrow, accept, or contract for services of personnel, including, but not limited to, employees of a Participating State;</u>	1701 1702 1703
<u>10. Conduct an annual financial review;</u>	1704
<u>11. Hire employees, elect or appoint officers, fix compensation, define duties, grant such individuals appropriate authority to carry out the purposes of the Compact, and establish the Commission's personnel policies and programs</u>	1705 1706 1707 1708

relating to conflicts of interest, qualifications of personnel, 1709
and other related personnel matters; 1710

12. As set forth in the Commission Rules, charge a fee to 1711
a Licensee for the grant of a Compact Privilege in a Remote 1712
State and thereafter, as may be established by Commission Rule, 1713
charge the Licensee a Compact Privilege renewal fee for each 1714
renewal period in which that Licensee exercises or intends to 1715
exercise the Compact Privilege in that Remote State. Nothing 1716
herein shall be construed to prevent a Remote State from 1717
charging a Licensee a fee for a Compact Privilege or renewals of 1718
a Compact Privilege, or a fee for the Jurisprudence Requirement 1719
if the Remote State imposes such a requirement for the grant of 1720
a Compact Privilege; 1721

13. Accept any and all appropriate gifts, donations, 1722
grants of money, other sources of revenue, equipment, supplies, 1723
materials, and services, and receive, utilize, and dispose of 1724
the same; provided that at all times the Commission shall avoid 1725
any appearance of impropriety and/or conflict of interest; 1726

14. Lease, purchase, retain, own, hold, improve, or use 1727
any property, real, personal, or mixed, or any undivided 1728
interest therein; 1729

15. Sell, convey, mortgage, pledge, lease, exchange, 1730
abandon, or otherwise dispose of any property real, personal, or 1731
mixed; 1732

16. Establish a budget and make expenditures; 1733

17. Borrow money; 1734

18. Appoint committees, including standing committees, 1735
which may be composed of members, State regulators, State 1736
legislators or their representatives, and consumer 1737

<u>representatives, and such other interested persons as may be</u>	1738
<u>designated in this Compact and the bylaws;</u>	1739
<u>19. Provide and receive information from, and cooperate</u>	1740
<u>with, law enforcement agencies;</u>	1741
<u>20. Elect a Chair, Vice Chair, Secretary and Treasurer and</u>	1742
<u>such other officers of the Commission as provided in the</u>	1743
<u>Commission's bylaws;</u>	1744
<u>21. Establish and elect an Executive Board;</u>	1745
<u>22. Adopt and provide to the Participating States an</u>	1746
<u>annual report;</u>	1747
<u>23. Determine whether a State's enacted compact is</u>	1748
<u>materially different from the Model Compact language such that</u>	1749
<u>the State would not qualify for participation in the Compact;</u>	1750
<u>and</u>	1751
<u>24. Perform such other functions as may be necessary or</u>	1752
<u>appropriate to achieve the purposes of this Compact.</u>	1753
<u>D. Meetings of the Commission</u>	1754
<u>1. All meetings of the Commission that are not closed</u>	1755
<u>pursuant to this subsection shall be open to the public. Notice</u>	1756
<u>of public meetings shall be posted on the Commission's website</u>	1757
<u>at least thirty (30) days prior to the public meeting.</u>	1758
<u>2. Notwithstanding subsection D.1 of this section, the</u>	1759
<u>Commission may convene an emergency public meeting by providing</u>	1760
<u>at least twenty-four (24) hours prior notice on the Commission's</u>	1761
<u>website, and any other means as provided in the Commission's</u>	1762
<u>Rules, for any of the reasons it may dispense with notice of</u>	1763
<u>proposed rulemaking under Section 9.L. The Commission's legal</u>	1764
<u>counsel shall certify that one of the reasons justifying an</u>	1765

emergency public meeting has been met. 1766

3. Notice of all Commission meetings shall provide the 1767
time, date, and location of the meeting, and if the meeting is 1768
to be held or accessible via telecommunication, video 1769
conference, or other electronic means, the notice shall include 1770
the mechanism for access to the meeting through such means. 1771

4. The Commission may convene in a closed, non-public 1772
meeting for the Commission to receive legal advice or to 1773
discuss: 1774

a. Non-compliance of a Participating State with its 1775
obligations under the Compact; 1776

b. The employment, compensation, discipline or other 1777
matters, practices or procedures related to specific employees 1778
or other matters related to the Commission's internal personnel 1779
practices and procedures; 1780

c. Current or threatened discipline of a Licensee or 1781
Compact Privilege holder by the Commission or by a Participating 1782
State's Licensing Authority; 1783

d. Current, threatened, or reasonably anticipated 1784
litigation; 1785

e. Negotiation of contracts for the purchase, lease, or 1786
sale of goods, services, or real estate; 1787

f. Accusing any person of a crime or formally censuring 1788
any person; 1789

g. Trade secrets or commercial or financial information 1790
that is privileged or confidential; 1791

h. Information of a personal nature where disclosure would 1792

<u>constitute a clearly unwarranted invasion of personal privacy;</u>	1793
<u>i. Investigative records compiled for law enforcement</u>	1794
<u>purposes;</u>	1795
<u>j. Information related to any investigative reports</u>	1796
<u>prepared by or on behalf of or for use of the Commission or</u>	1797
<u>other committee charged with responsibility of investigation or</u>	1798
<u>determination of compliance issues pursuant to the Compact;</u>	1799
<u>k. Legal advice;</u>	1800
<u>l. Matters specifically exempted from disclosure to the</u>	1801
<u>public by federal or Participating State law; and</u>	1802
<u>m. Other matters as promulgated by the Commission by Rule.</u>	1803
<u>5. If a meeting, or portion of a meeting, is closed, the</u>	1804
<u>presiding officer shall state that the meeting will be closed</u>	1805
<u>and reference each relevant exempting provision, and such</u>	1806
<u>reference shall be recorded in the minutes.</u>	1807
<u>6. The Commission shall keep minutes that fully and</u>	1808
<u>clearly describe all matters discussed in a meeting and shall</u>	1809
<u>provide a full and accurate summary of actions taken, and the</u>	1810
<u>reasons therefore, including a description of the views</u>	1811
<u>expressed. All documents considered in connection with an action</u>	1812
<u>shall be identified in such minutes. All minutes and documents</u>	1813
<u>of a closed meeting shall remain under seal, subject to release</u>	1814
<u>only by a majority vote of the Commission or order of a court of</u>	1815
<u>competent jurisdiction.</u>	1816
<u>E. Financing of the Commission</u>	1817
<u>1. The Commission shall pay, or provide for the payment</u>	1818
<u>of, the reasonable expenses of its establishment, organization,</u>	1819
<u>and ongoing activities.</u>	1820

2. The Commission may accept any and all appropriate 1821
sources of revenue, donations, and grants of money, equipment, 1822
supplies, materials, and services. 1823

3. The Commission may levy on and collect an annual 1824
assessment from each Participating State and impose fees on 1825
Licenseses of Participating States when a Compact Privilege is 1826
granted, to cover the cost of the operations and activities of 1827
the Commission and its staff, which must be in a total amount 1828
sufficient to cover its annual budget as approved each fiscal 1829
year for which sufficient revenue is not provided by other 1830
sources. The aggregate annual assessment amount for 1831
Participating States shall be allocated based upon a formula 1832
that the Commission shall promulgate by Rule. 1833

4. The Commission shall not incur obligations of any kind 1834
prior to securing the funds adequate to meet the same; nor shall 1835
the Commission pledge the credit of any Participating State, 1836
except by and with the authority of the Participating State. 1837

5. The Commission shall keep accurate accounts of all 1838
receipts and disbursements. The receipts and disbursements of 1839
the Commission shall be subject to the financial review and 1840
accounting procedures established under its bylaws. All receipts 1841
and disbursements of funds handled by the Commission shall be 1842
subject to an annual financial review by a certified or licensed 1843
public accountant, and the report of the financial review shall 1844
be included in and become part of the annual report of the 1845
Commission. 1846

F. The Executive Board 1847

1. The Executive Board shall have the power to act on 1848
behalf of the Commission according to the terms of this Compact. 1849

<u>The powers, duties, and responsibilities of the Executive Board</u>	1850
<u>shall include:</u>	1851
<u>a. Overseeing the day-to-day activities of the</u>	1852
<u>administration of the Compact including compliance with the</u>	1853
<u>provisions of the Compact, the Commission's Rules and bylaws;</u>	1854
<u>b. Recommending to the Commission changes to the Rules or</u>	1855
<u>bylaws, changes to this Compact legislation, fees charged to</u>	1856
<u>Compact Participating States, fees charged to Licensees, and</u>	1857
<u>other fees;</u>	1858
<u>c. Ensuring Compact administration services are</u>	1859
<u>appropriately provided, including by contract;</u>	1860
<u>d. Preparing and recommending the budget;</u>	1861
<u>e. Maintaining financial records on behalf of the</u>	1862
<u>Commission;</u>	1863
<u>f. Monitoring Compact compliance of Participating States</u>	1864
<u>and providing compliance reports to the Commission;</u>	1865
<u>g. Establishing additional committees as necessary;</u>	1866
<u>h. Exercising the powers and duties of the Commission</u>	1867
<u>during the interim between Commission meetings, except for</u>	1868
<u>adopting or amending Rules, adopting or amending bylaws, and</u>	1869
<u>exercising any other powers and duties expressly reserved to the</u>	1870
<u>Commission by Rule or bylaw; and</u>	1871
<u>i. Other duties as provided in the Rules or bylaws of the</u>	1872
<u>Commission.</u>	1873
<u>2. The Executive Board shall be composed of up to seven</u>	1874
<u>(7) members:</u>	1875
<u>a. The Chair, Vice Chair, Secretary and Treasurer of the</u>	1876

Commission and any other members of the Commission who serve on 1877
the Executive Board shall be voting members of the Executive 1878
Board; and 1879

b. Other than the Chair, Vice Chair, Secretary, and 1880
Treasurer, the Commission may elect up to three (3) voting 1881
members from the current membership of the Commission. 1882

3. The Commission may remove any member of the Executive 1883
Board as provided in the Commission's bylaws. 1884

4. The Executive Board shall meet at least annually. 1885

a. An Executive Board meeting at which it takes or intends 1886
to take formal action on a matter shall be open to the public, 1887
except that the Executive Board may meet in a closed, non-public 1888
session of a public meeting when dealing with any of the matters 1889
covered under subsection D.4. 1890

b. The Executive Board shall give five (5) business days' 1891
notice of its public meetings, posted on its website and as it 1892
may otherwise determine to provide notice to persons with an 1893
interest in the public matters the Executive Board intends to 1894
address at those meetings. 1895

5. The Executive Board may hold an emergency meeting when 1896
acting for the Commission to: 1897

a. Meet an imminent threat to public health, safety, or 1898
welfare; 1899

b. Prevent a loss of Commission or Participating State 1900
funds; or 1901

c. Protect public health and safety. 1902

G. Qualified Immunity, Defense, and Indemnification 1903

1. The members, officers, executive director, employees 1904
and representatives of the Commission shall be immune from suit 1905
and liability, both personally and in their official capacity, 1906
for any claim for damage to or loss of property or personal 1907
injury or other civil liability caused by or arising out of any 1908
actual or alleged act, error, or omission that occurred, or that 1909
the person against whom the claim is made had a reasonable basis 1910
for believing occurred within the scope of Commission 1911
employment, duties or responsibilities; provided that nothing in 1912
this paragraph shall be construed to protect any such person 1913
from suit or liability for any damage, loss, injury, or 1914
liability caused by the intentional or willful or wanton 1915
misconduct of that person. The procurement of insurance of any 1916
type by the Commission shall not in any way compromise or limit 1917
the immunity granted hereunder. 1918

2. The Commission shall defend any member, officer, 1919
executive director, employee, and representative of the 1920
Commission in any civil action seeking to impose liability 1921
arising out of any actual or alleged act, error, or omission 1922
that occurred within the scope of Commission employment, duties, 1923
or responsibilities, or as determined by the Commission that the 1924
person against whom the claim is made had a reasonable basis for 1925
believing occurred within the scope of Commission employment, 1926
duties, or responsibilities; provided that nothing herein shall 1927
be construed to prohibit that person from retaining their own 1928
counsel at their own expense; and provided further, that the 1929
actual or alleged act, error, or omission did not result from 1930
that person's intentional or willful or wanton misconduct. 1931

3. Notwithstanding subsection G.1 of this section, should 1932
any member, officer, executive director, employee, or 1933
representative of the Commission be held liable for the amount 1934

of any settlement or judgment arising out of any actual or 1935
alleged act, error, or omission that occurred within the scope 1936
of that individual's employment, duties, or responsibilities for 1937
the Commission, or that the person to whom that individual is 1938
liable had a reasonable basis for believing occurred within the 1939
scope of the individual's employment, duties, or 1940
responsibilities for the Commission, the Commission shall 1941
indemnify and hold harmless such individual, provided that the 1942
actual or alleged act, error, or omission did not result from 1943
the intentional or willful or wanton misconduct of the 1944
individual. 1945

4. Nothing herein shall be construed as a limitation on 1946
the liability of any Licensee for professional malpractice or 1947
misconduct, which shall be governed solely by any other 1948
applicable State laws. 1949

5. Nothing in this Compact shall be interpreted to waive 1950
or otherwise abrogate a Participating State's state action 1951
immunity or state action affirmative defense with respect to 1952
antitrust claims under the Sherman Act, Clayton Act, or any 1953
other State or federal antitrust or anticompetitive law or 1954
regulation. 1955

6. Nothing in this Compact shall be construed to be a 1956
waiver of sovereign immunity by the Participating States or by 1957
the Commission. 1958

SECTION 8. DATA SYSTEM 1959

A. The Commission shall provide for the development, 1960
maintenance, operation, and utilization of a coordinated 1961
database and reporting system containing licensure, Adverse 1962
Action, and the presence of Significant Investigative 1963

Information on all Licensees and applicants for a License in 1964
Participating States. 1965

B. Notwithstanding any other provision of State law to the 1966
contrary, a Participating State shall submit a uniform data set 1967
to the Data System on all individuals to whom this Compact is 1968
applicable as required by the Rules of the Commission, 1969
including: 1970

1. Identifying information; 1971

2. Licensure data; 1972

3. Adverse Actions against a Licensee, License applicant 1973
or Compact Privilege and information related thereto; 1974

4. Non-confidential information related to Alternative 1975
Program participation, the beginning and ending dates of such 1976
participation, and other information related to such 1977
participation; 1978

5. Any denial of an application for licensure, and the 1979
reason(s) for such denial, (excluding the reporting of any 1980
criminal history record information where prohibited by law); 1981

6. The presence of Significant Investigative Information; 1982
and 1983

7. Other information that may facilitate the 1984
administration of this Compact or the protection of the public, 1985
as determined by the Rules of the Commission. 1986

C. The records and information provided to a Participating 1987
State pursuant to this Compact or through the Data System, when 1988
certified by the Commission or an agent thereof, shall 1989
constitute the authenticated business records of the Commission, 1990
and shall be entitled to any associated hearsay exception in any 1991

relevant judicial, quasi-judicial or administrative proceedings 1992
in a Participating State. 1993

D. Significant Investigative Information pertaining to a 1994
Licensee in any Participating State will only be available to 1995
other Participating States. 1996

E. It is the responsibility of the Participating States to 1997
monitor the database to determine whether Adverse Action has 1998
been taken against a Licensee or License applicant. Adverse 1999
Action information pertaining to a Licensee or License applicant 2000
in any Participating State will be available to any other 2001
Participating State. 2002

F. Participating States contributing information to the 2003
Data System may designate information that may not be shared 2004
with the public without the express permission of the 2005
contributing State. 2006

G. Any information submitted to the Data System that is 2007
subsequently expunged pursuant to federal law or the laws of the 2008
Participating State contributing the information shall be 2009
removed from the Data System. 2010

SECTION 9. RULEMAKING 2011

A. The Commission shall promulgate reasonable Rules in 2012
order to effectively and efficiently implement and administer 2013
the purposes and provisions of the Compact. A Commission Rule 2014
shall be invalid and have no force or effect only if a court of 2015
competent jurisdiction holds that the Rule is invalid because 2016
the Commission exercised its rulemaking authority in a manner 2017
that is beyond the scope and purposes of the Compact, or the 2018
powers granted hereunder, or based upon another applicable 2019
standard of review. 2020

B. The Rules of the Commission shall have the force of law 2021
in each Participating State, provided however that where the 2022
Rules of the Commission conflict with the laws of the 2023
Participating State that establish the Participating State's 2024
Scope of Practice as held by a court of competent jurisdiction, 2025
the Rules of the Commission shall be ineffective in that State 2026
to the extent of the conflict. 2027

C. The Commission shall exercise its Rulemaking powers 2028
pursuant to the criteria set forth in this section and the Rules 2029
adopted thereunder. Rules shall become binding as of the date 2030
specified by the Commission for each Rule. 2031

D. If a majority of the legislatures of the Participating 2032
States rejects a Commission Rule or portion of a Commission 2033
Rule, by enactment of a statute or resolution in the same manner 2034
used to adopt the Compact, within four (4) years of the date of 2035
adoption of the Rule, then such Rule shall have no further force 2036
and effect in any Participating State or to any State applying 2037
to participate in the Compact. 2038

E. Rules shall be adopted at a regular or special meeting 2039
of the Commission. 2040

F. Prior to adoption of a proposed Rule, the Commission 2041
shall hold a public hearing and allow persons to provide oral 2042
and written comments, data, facts, opinions, and arguments. 2043

G. Prior to adoption of a proposed Rule by the Commission, 2044
and at least thirty (30) days in advance of the meeting at which 2045
the Commission will hold a public hearing on the proposed Rule, 2046
the Commission shall provide a Notice of Proposed Rulemaking: 2047

1. On the website of the Commission or other publicly 2048
accessible platform; 2049

<u>2. To persons who have requested notice of the</u>	2050
<u>Commission's notices of proposed rulemaking, and</u>	2051
<u>3. In such other way(s) as the Commission may by Rule</u>	2052
<u>specify.</u>	2053
<u>H. The Notice of Proposed Rulemaking shall include:</u>	2054
<u>1. The time, date, and location of the public hearing at</u>	2055
<u>which the Commission will hear public comments on the proposed</u>	2056
<u>Rule and, if different, the time, date, and location of the</u>	2057
<u>meeting where the Commission will consider and vote on the</u>	2058
<u>proposed Rule;</u>	2059
<u>2. If the hearing is held via telecommunication, video</u>	2060
<u>conference, or other electronic means, the Commission shall</u>	2061
<u>include the mechanism for access to the hearing in the Notice of</u>	2062
<u>Proposed Rulemaking;</u>	2063
<u>3. The text of the proposed Rule and the reason therefor;</u>	2064
<u>4. A request for comments on the proposed Rule from any</u>	2065
<u>interested person; and</u>	2066
<u>5. The manner in which interested persons may submit</u>	2067
<u>written comments.</u>	2068
<u>I. All hearings will be recorded. A copy of the recording</u>	2069
<u>and all written comments and documents received by the</u>	2070
<u>Commission in response to the proposed Rule shall be available</u>	2071
<u>to the public.</u>	2072
<u>J. Nothing in this section shall be construed as requiring</u>	2073
<u>a separate hearing on each Commission Rule. Rules may be grouped</u>	2074
<u>for the convenience of the Commission at hearings required by</u>	2075
<u>this section.</u>	2076

K. The Commission shall, by majority vote of all Commissioners, take final action on the proposed Rule based on the rulemaking record. 2077
2078
2079

1. The Commission may adopt changes to the proposed Rule provided the changes do not enlarge the original purpose of the proposed Rule. 2080
2081
2082

2. The Commission shall provide an explanation of the reasons for substantive changes made to the proposed Rule as well as reasons for substantive changes not made that were recommended by commenters. 2083
2084
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3. The Commission shall determine a reasonable effective date for the Rule. Except for an emergency as provided in subsection L, the effective date of the Rule shall be no sooner than thirty (30) days after the Commission issuing the notice that it adopted or amended the Rule. 2087
2088
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L. Upon determination that an emergency exists, the Commission may consider and adopt an emergency Rule with 24 hours' notice, with opportunity to comment, provided that the usual rulemaking procedures provided in the Compact and in this section shall be retroactively applied to the Rule as soon as reasonably possible, in no event later than ninety (90) days after the effective date of the Rule. For the purposes of this provision, an emergency Rule is one that must be adopted immediately in order to: 2092
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2100

1. Meet an imminent threat to public health, safety, or welfare; 2101
2102

2. Prevent a loss of Commission or Participating State funds; 2103
2104

3. Meet a deadline for the promulgation of a Rule that is 2105

<u>established by federal law or rule; or</u>	2106
<u>4. Protect public health and safety.</u>	2107
<u>M. The Commission or an authorized committee of the</u>	2108
<u>Commission may direct revisions to a previously adopted Rule for</u>	2109
<u>purposes of correcting typographical errors, errors in format,</u>	2110
<u>errors in consistency, or grammatical errors. Public notice of</u>	2111
<u>any revisions shall be posted on the website of the Commission.</u>	2112
<u>The revision shall be subject to challenge by any person for a</u>	2113
<u>period of thirty (30) days after posting. The revision may be</u>	2114
<u>challenged only on grounds that the revision results in a</u>	2115
<u>material change to a Rule. A challenge shall be made in writing</u>	2116
<u>and delivered to the Commission prior to the end of the notice</u>	2117
<u>period. If no challenge is made, the revision will take effect</u>	2118
<u>without further action. If the revision is challenged, the</u>	2119
<u>revision may not take effect without the approval of the</u>	2120
<u>Commission.</u>	2121
<u>N. No Participating State's rulemaking requirements shall</u>	2122
<u>apply under this Compact</u>	2123
<u>SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT</u>	2124
<u>A. Oversight</u>	2125
<u>1. The executive and judicial branches of State government</u>	2126
<u>in each Participating State shall enforce this Compact and take</u>	2127
<u>all actions necessary and appropriate to implement the Compact.</u>	2128
<u>2. Venue is proper and judicial proceedings by or against</u>	2129
<u>the Commission shall be brought solely and exclusively in a</u>	2130
<u>court of competent jurisdiction where the principal office of</u>	2131
<u>the Commission is located. The Commission may waive venue and</u>	2132
<u>jurisdictional defenses to the extent it adopts or consents to</u>	2133
<u>participate in alternative dispute resolution proceedings.</u>	2134

Nothing herein shall affect or limit the selection or propriety 2135
of venue in any action against a Licensee for professional 2136
malpractice, misconduct or any such similar matter. 2137

3. The Commission shall be entitled to receive service of 2138
process in any proceeding regarding the enforcement or 2139
interpretation of the Compact or Commission Rule and shall have 2140
standing to intervene in such a proceeding for all purposes. 2141
Failure to provide the Commission service of process shall 2142
render a judgment or order void as to the Commission, this 2143
Compact, or promulgated Rules. 2144

B. Default, Technical Assistance, and Termination 2145

1. If the Commission determines that a Participating State 2146
has defaulted in the performance of its obligations or 2147
responsibilities under this Compact or the promulgated Rules, 2148
the Commission shall provide written notice to the defaulting 2149
State. The notice of default shall describe the default, the 2150
proposed means of curing the default, and any other action that 2151
the Commission may take, and shall offer training and specific 2152
technical assistance regarding the default. 2153

2. The Commission shall provide a copy of the notice of 2154
default to the other Participating States. 2155

C. If a State in default fails to cure the default, the 2156
defaulting State may be terminated from the Compact upon an 2157
affirmative vote of a majority of the Commissioners, and all 2158
rights, privileges and benefits conferred on that State by this 2159
Compact may be terminated on the effective date of termination. 2160
A cure of the default does not relieve the offending State of 2161
obligations or liabilities incurred during the period of 2162
default. 2163

D. Termination of participation in the Compact shall be 2164
imposed only after all other means of securing compliance have 2165
been exhausted. Notice of intent to suspend or terminate shall 2166
be given by the Commission to the governor, the majority and 2167
minority leaders of the defaulting State's legislature, the 2168
defaulting State's State Licensing Authority or Authorities, as 2169
applicable, and each of the Participating States' State 2170
Licensing Authority or Authorities, as applicable. 2171

E. A State that has been terminated is responsible for all 2172
assessments, obligations, and liabilities incurred through the 2173
effective date of termination, including obligations that extend 2174
beyond the effective date of termination. 2175

F. Upon the termination of a State's participation in this 2176
Compact, that State shall immediately provide notice to all 2177
Licensees of the State, including Licensees of other 2178
Participating States issued a Compact Privilege to practice 2179
within that State, of such termination. The terminated State 2180
shall continue to recognize all Compact Privileges then in 2181
effect in that State for a minimum of one hundred eighty (180) 2182
days after the date of said notice of termination. 2183

G. The Commission shall not bear any costs related to a 2184
State that is found to be in default or that has been terminated 2185
from the Compact, unless agreed upon in writing between the 2186
Commission and the defaulting State. 2187

H. The defaulting State may appeal the action of the 2188
Commission by petitioning the U.S. District Court for the 2189
District of Columbia or the federal district where the 2190
Commission has its principal offices. The prevailing party shall 2191
be awarded all costs of such litigation, including reasonable 2192
attorney's fees. 2193

<u>I. Dispute Resolution</u>	2194
<u>1. Upon request by a Participating State, the Commission shall attempt to resolve disputes related to the Compact that arise among Participating States and between Participating States and non-Participating States.</u>	2195 2196 2197 2198
<u>2. The Commission shall promulgate a Rule providing for both mediation and binding dispute resolution for disputes as appropriate.</u>	2199 2200 2201
<u>J. Enforcement</u>	2202
<u>1. The Commission, in the reasonable exercise of its discretion, shall enforce the provisions of this Compact and the Commission's Rules.</u>	2203 2204 2205
<u>2. By majority vote, the Commission may initiate legal action against a Participating State in default in the United States District Court for the District of Columbia or the federal district where the Commission has its principal offices to enforce compliance with the provisions of the Compact and its promulgated Rules. The relief sought may include both injunctive relief and damages. In the event judicial enforcement is necessary, the prevailing party shall be awarded all costs of such litigation, including reasonable attorney's fees. The remedies herein shall not be the exclusive remedies of the Commission. The Commission may pursue any other remedies available under federal or the defaulting Participating State's law.</u>	2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218
<u>3. A Participating State may initiate legal action against the Commission in the U.S. District Court for the District of Columbia or the federal district where the Commission has its principal offices to enforce compliance with the provisions of</u>	2219 2220 2221 2222

the Compact and its promulgated Rules. The relief sought may 2223
include both injunctive relief and damages. In the event 2224
judicial enforcement is necessary, the prevailing party shall be 2225
awarded all costs of such litigation, including reasonable 2226
attorney's fees. 2227

4. No individual or entity other than a Participating 2228
State may enforce this Compact against the Commission. 2229

SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT 2230

A. The Compact shall come into effect on the date on which 2231
the Compact statute is enacted into law in the seventh 2232
Participating State. 2233

1. On or after the effective date of the Compact, the 2234
Commission shall convene and review the enactment of each of the 2235
States that enacted the Compact prior to the Commission 2236
convening ("Charter Participating States") to determine if the 2237
statute enacted by each such Charter Participating State is 2238
materially different than the Model Compact. 2239

a. A Charter Participating State whose enactment is found 2240
to be materially different from the Model Compact shall be 2241
entitled to the default process set forth in Section 10. 2242

b. If any Participating State is later found to be in 2243
default, or is terminated or withdraws from the Compact, the 2244
Commission shall remain in existence and the Compact shall 2245
remain in effect even if the number of Participating States 2246
should be less than seven (7). 2247

2. Participating States enacting the Compact subsequent to 2248
the Charter Participating States shall be subject to the process 2249
set forth in Section 7.C.23 to determine if their enactments are 2250
materially different from the Model Compact and whether they 2251

qualify for participation in the Compact. 2252

3. All actions taken for the benefit of the Commission or 2253
in furtherance of the purposes of the administration of the 2254
Compact prior to the effective date of the Compact or the 2255
Commission coming into existence shall be considered to be 2256
actions of the Commission unless specifically repudiated by the 2257
Commission. 2258

4. Any State that joins the Compact subsequent to the 2259
Commission's initial adoption of the Rules and bylaws shall be 2260
subject to the Commission's Rules and bylaws as they exist on 2261
the date on which the Compact becomes law in that State. Any 2262
Rule that has been previously adopted by the Commission shall 2263
have the full force and effect of law on the day the Compact 2264
becomes law in that State. 2265

B. Any Participating State may withdraw from this Compact 2266
by enacting a statute repealing that State's enactment of the 2267
Compact. 2268

1. A Participating State's withdrawal shall not take 2269
effect until one hundred eighty (180) days after enactment of 2270
the repealing statute. 2271

2. Withdrawal shall not affect the continuing requirement 2272
of the withdrawing State's Licensing Authority or Authorities to 2273
comply with the investigative and Adverse Action reporting 2274
requirements of this Compact prior to the effective date of 2275
withdrawal. 2276

3. Upon the enactment of a statute withdrawing from this 2277
Compact, the State shall immediately provide notice of such 2278
withdrawal to all Licensees within that State. Notwithstanding 2279
any subsequent statutory enactment to the contrary, such 2280

withdrawing State shall continue to recognize all Compact 2281
Privileges to practice within that State granted pursuant to 2282
this Compact for a minimum of one hundred eighty (180) days 2283
after the date of such notice of withdrawal. 2284

C. Nothing contained in this Compact shall be construed to 2285
invalidate or prevent any licensure agreement or other 2286
cooperative arrangement between a Participating State and a non- 2287
Participating State that does not conflict with the provisions 2288
of this Compact. 2289

D. This Compact may be amended by the Participating 2290
States. No amendment to this Compact shall become effective and 2291
binding upon any Participating State until it is enacted into 2292
the laws of all Participating States. 2293

SECTION 12. CONSTRUCTION AND SEVERABILITY 2294

A. This Compact and the Commission's rulemaking authority 2295
shall be liberally construed so as to effectuate the purposes, 2296
and the implementation and administration of the Compact. 2297
Provisions of the Compact expressly authorizing or requiring the 2298
promulgation of Rules shall not be construed to limit the 2299
Commission's rulemaking authority solely for those purposes. 2300

B. The provisions of this Compact shall be severable and 2301
if any phrase, clause, sentence or provision of this Compact is 2302
held by a court of competent jurisdiction to be contrary to the 2303
constitution of any Participating State, a State seeking 2304
participation in the Compact, or of the United States, or the 2305
applicability thereof to any government, agency, person or 2306
circumstance is held to be unconstitutional by a court of 2307
competent jurisdiction, the validity of the remainder of this 2308
Compact and the applicability thereof to any other government, 2309

agency, person or circumstance shall not be affected thereby. 2310

C. Notwithstanding subsection B of this section, the 2311
Commission may deny a State's participation in the Compact or, 2312
in accordance with the requirements of Section 10.B, terminate a 2313
Participating State's participation in the Compact, if it 2314
determines that a constitutional requirement of a Participating 2315
State is a material departure from the Compact. Otherwise, if 2316
this Compact shall be held to be contrary to the constitution of 2317
any Participating State, the Compact shall remain in full force 2318
and effect as to the remaining Participating States and in full 2319
force and effect as to the Participating State affected as to 2320
all severable matters. 2321

SECTION 13. CONSISTENT EFFECT AND CONFLICT WITH OTHER 2322
STATE LAWS 2323

A. Nothing herein shall prevent or inhibit the enforcement 2324
of any other law of a Participating State that is not 2325
inconsistent with the Compact. 2326

B. Any laws, statutes, regulations, or other legal 2327
requirements in a Participating State in conflict with the 2328
Compact are superseded to the extent of the conflict. 2329

C. All permissible agreements between the Commission and 2330
the Participating States are binding in accordance with their 2331
terms. 2332

Sec. 4715.272. (A) Not later than sixty days after the 2333
"Dentist and Dental Hygienist Compact" is entered into under 2334
section 4715.271 of the Revised Code, the state dental board, in 2335
accordance with Section 7 of the compact, shall select one 2336
individual to serve as a commissioner to the dentist and dental 2337
hygienist compact commission created under the compact. The 2338

board shall fill a vacancy in this position not later than sixty 2339
days after the vacancy occurs. 2340

(B) The board may establish a fee for a licensee from a 2341
compact state to apply for compact privilege or renew compact 2342
privilege. The board may reduce or waive this fee for an active- 2343
duty military individual or that individual's spouse in 2344
accordance with Section 5 of the compact. 2345

(C) On the date that is five years after the date the 2346
"Dentist and Dental Hygienist Compact" is entered into under 2347
section 4715.271 of the Revised Code, the board shall issue a 2348
report assessing the impact of having entered into the compact. 2349
The report shall include or address the following: 2350

(1) The number of dentists and the number of dental 2351
hygienists practicing in this state pursuant to compact 2352
privileges; 2353

(2) Any discernible impact, positive or negative, on the 2354
delivery of dental care in this state as a result of having 2355
entered into the compact. 2356

The board shall make the report available on the internet 2357
web site it maintains and also shall submit copies to the 2358
speaker of the house of representatives, president of the 2359
senate, and chairpersons of the standing committees of the house 2360
of representatives and senate that are primarily responsible for 2361
considering health issues. 2362

Sec. 4715.30. (A) Except as provided in division (K) of 2363
this section, an applicant for or holder of a certificate or 2364
license issued under this chapter is subject to disciplinary 2365
action by the state dental board for any of the following 2366
reasons: 2367

(1) Employing or cooperating in fraud or material	2368
deception in applying for or obtaining a license or certificate;	2369
(2) Obtaining or attempting to obtain money or anything of	2370
value by intentional misrepresentation or material deception in	2371
the course of practice;	2372
(3) Advertising services in a false or misleading manner	2373
or violating the board's rules governing time, place, and manner	2374
of advertising;	2375
(4) Commission of an act that constitutes a felony in this	2376
state, regardless of the jurisdiction in which the act was	2377
committed;	2378
(5) Commission of an act in the course of practice that	2379
constitutes a misdemeanor in this state, regardless of the	2380
jurisdiction in which the act was committed;	2381
(6) Conviction of, a plea of guilty to, a judicial finding	2382
of guilt of, a judicial finding of guilt resulting from a plea	2383
of no contest to, or a judicial finding of eligibility for	2384
intervention in lieu of conviction for, any felony or of a	2385
misdemeanor committed in the course of practice;	2386
(7) Engaging in lewd or immoral conduct in connection with	2387
the provision of dental services;	2388
(8) Selling, prescribing, giving away, or administering	2389
drugs for other than legal and legitimate therapeutic purposes,	2390
or conviction of, a plea of guilty to, a judicial finding of	2391
guilt of, a judicial finding of guilt resulting from a plea of	2392
no contest to, or a judicial finding of eligibility for	2393
intervention in lieu of conviction for, a violation of any	2394
federal or state law regulating the possession, distribution, or	2395
use of any drug;	2396

(9) Providing or allowing dental hygienists, expanded	2397
function dental auxiliaries, or other practitioners of auxiliary	2398
dental occupations working under the certificate or license	2399
holder's supervision, or a dentist holding a temporary limited	2400
continuing education license under division (C) of section	2401
4715.16 of the Revised Code working under the certificate or	2402
license holder's direct supervision, to provide dental care that	2403
departs from or fails to conform to accepted standards for the	2404
profession, whether or not injury to a patient results;	2405
(10) Inability to practice under accepted standards of the	2406
profession because of physical or mental disability, dependence	2407
on alcohol or other drugs, or excessive use of alcohol or other	2408
drugs;	2409
(11) Violation of any provision of this chapter or any	2410
rule adopted thereunder;	2411
(12) Failure to use universal blood and body fluid	2412
precautions established by rules adopted under section 4715.03	2413
of the Revised Code;	2414
(13) Except as provided in division (H) of this section,	2415
either of the following:	2416
(a) Waiving the payment of all or any part of a deductible	2417
or copayment that a patient, pursuant to a health insurance or	2418
health care policy, contract, or plan that covers dental	2419
services, would otherwise be required to pay if the waiver is	2420
used as an enticement to a patient or group of patients to	2421
receive health care services from that certificate or license	2422
holder;	2423
(b) Advertising that the certificate or license holder	2424
will waive the payment of all or any part of a deductible or	2425

copayment that a patient, pursuant to a health insurance or 2426
health care policy, contract, or plan that covers dental 2427
services, would otherwise be required to pay. 2428

(14) Failure to comply with section 4715.302 or 4729.79 of 2429
the Revised Code, unless the state board of pharmacy no longer 2430
maintains a drug database pursuant to section 4729.75 of the 2431
Revised Code; 2432

(15) Any of the following actions taken by an agency 2433
responsible for authorizing, certifying, or regulating an 2434
individual to practice a health care occupation or provide 2435
health care services in this state or another jurisdiction, for 2436
any reason other than the nonpayment of fees: the limitation, 2437
revocation, or suspension of an individual's license to 2438
practice; acceptance of an individual's license surrender; 2439
denial of a license; refusal to renew or reinstate a license; 2440
imposition of probation; or issuance of an order of censure or 2441
other reprimand; 2442

(16) Failure to cooperate in an investigation conducted by 2443
the board under division (D) of section 4715.03 of the Revised 2444
Code, including failure to comply with a subpoena or order 2445
issued by the board or failure to answer truthfully a question 2446
presented by the board at a deposition or in written 2447
interrogatories, except that failure to cooperate with an 2448
investigation shall not constitute grounds for discipline under 2449
this section if a court of competent jurisdiction has issued an 2450
order that either quashes a subpoena or permits the individual 2451
to withhold the testimony or evidence in issue; 2452

(17) Failure to comply with the requirements in section 2453
3719.061 of the Revised Code before issuing for a minor a 2454
prescription for an opioid analgesic, as defined in section 2455

3719.01 of the Revised Code;	2456
(18) Failure to comply with the requirements of sections 4715.71 and 4715.72 of the Revised Code regarding the operation of a mobile dental facility;	2457 2458 2459
<u>(19) A pattern of continuous or repeated violations of division (F) (2) of section 3963.02 of the Revised Code.</u>	2460 2461
(B) A manager, proprietor, operator, or conductor of a dental facility shall be subject to disciplinary action if any dentist, dental hygienist, expanded function dental auxiliary, or qualified personnel providing services in the facility is found to have committed a violation listed in division (A) of this section and the manager, proprietor, operator, or conductor knew of the violation and permitted it to occur on a recurring basis.	2462 2463 2464 2465 2466 2467 2468 2469
(C) Subject to Chapter 119. of the Revised Code, the board may take one or more of the following disciplinary actions if one or more of the grounds for discipline listed in divisions (A) and (B) of this section exist:	2470 2471 2472 2473
(1) Censure the license or certificate holder;	2474
(2) Place the license or certificate on probationary status for such period of time the board determines necessary and require the holder to:	2475 2476 2477
(a) Report regularly to the board upon the matters which are the basis of probation;	2478 2479
(b) Limit practice to those areas specified by the board;	2480
(c) Continue or renew professional education until a satisfactory degree of knowledge or clinical competency has been attained in specified areas.	2481 2482 2483

(3) Suspend the certificate or license;	2484
(4) Revoke the certificate or license.	2485
Where the board places a holder of a license or	2486
certificate on probationary status pursuant to division (C) (2)	2487
of this section, the board may subsequently suspend or revoke	2488
the license or certificate if it determines that the holder has	2489
not met the requirements of the probation or continues to engage	2490
in activities that constitute grounds for discipline pursuant to	2491
division (A) or (B) of this section.	2492
Any order suspending a license or certificate shall state	2493
the conditions under which the license or certificate will be	2494
restored, which may include a conditional restoration during	2495
which time the holder is in a probationary status pursuant to	2496
division (C) (2) of this section. The board shall restore the	2497
license or certificate unconditionally when such conditions are	2498
met.	2499
(D) If the physical or mental condition of an applicant or	2500
a license or certificate holder is at issue in a disciplinary	2501
proceeding, the board may order the license or certificate	2502
holder to submit to reasonable examinations by an individual	2503
designated or approved by the board and at the board's expense.	2504
The physical examination may be conducted by any individual	2505
authorized by the Revised Code to do so, including a physician	2506
assistant, a clinical nurse specialist, a certified nurse	2507
practitioner, or a certified nurse-midwife. Any written	2508
documentation of the physical examination shall be completed by	2509
the individual who conducted the examination.	2510
Failure to comply with an order for an examination shall	2511
be grounds for refusal of a license or certificate or summary	2512

suspension of a license or certificate under division (E) of 2513
this section. 2514

(E) If a license or certificate holder has failed to 2515
comply with an order under division (D) of this section, the 2516
board may apply to the court of common pleas of the county in 2517
which the holder resides for an order temporarily suspending the 2518
holder's license or certificate, without a prior hearing being 2519
afforded by the board, until the board conducts an adjudication 2520
hearing pursuant to Chapter 119. of the Revised Code. If the 2521
court temporarily suspends a holder's license or certificate, 2522
the board shall give written notice of the suspension personally 2523
or by certified mail to the license or certificate holder. Such 2524
notice shall inform the license or certificate holder of the 2525
right to a hearing pursuant to Chapter 119. of the Revised Code. 2526

(F) Any holder of a certificate or license issued under 2527
this chapter who has pleaded guilty to, has been convicted of, 2528
or has had a judicial finding of eligibility for intervention in 2529
lieu of conviction entered against the holder in this state for 2530
aggravated murder, murder, voluntary manslaughter, felonious 2531
assault, kidnapping, rape, sexual battery, gross sexual 2532
imposition, aggravated arson, aggravated robbery, or aggravated 2533
burglary, or who has pleaded guilty to, has been convicted of, 2534
or has had a judicial finding of eligibility for treatment or 2535
intervention in lieu of conviction entered against the holder in 2536
another jurisdiction for any substantially equivalent criminal 2537
offense, is automatically suspended from practice under this 2538
chapter in this state and any certificate or license issued to 2539
the holder under this chapter is automatically suspended, as of 2540
the date of the guilty plea, conviction, or judicial finding, 2541
whether the proceedings are brought in this state or another 2542
jurisdiction. Continued practice by an individual after the 2543

suspension of the individual's certificate or license under this 2544
division shall be considered practicing without a certificate or 2545
license. The board shall notify the suspended individual of the 2546
suspension of the individual's certificate or license under this 2547
division in accordance with sections 119.05 and 119.07 of the 2548
Revised Code. If an individual whose certificate or license is 2549
suspended under this division fails to make a timely request for 2550
an adjudicatory hearing, the board shall enter a final order 2551
revoking the individual's certificate or license. 2552

(G) If the supervisory investigative panel determines both 2553
of the following, the panel may recommend that the board suspend 2554
an individual's certificate or license without a prior hearing: 2555

(1) That there is clear and convincing evidence that an 2556
individual has violated division (A) of this section; 2557

(2) That the individual's continued practice presents a 2558
danger of immediate and serious harm to the public. 2559

Written allegations shall be prepared for consideration by 2560
the board. The board, upon review of those allegations and by an 2561
affirmative vote of not fewer than four dentist members of the 2562
board and seven of its members in total, excluding any member on 2563
the supervisory investigative panel, may suspend a certificate 2564
or license without a prior hearing. A telephone conference call 2565
may be utilized for reviewing the allegations and taking the 2566
vote on the summary suspension. 2567

The board shall serve a written order of suspension in 2568
accordance with sections 119.05 and 119.07 of the Revised Code. 2569
The order shall not be subject to suspension by the court during 2570
pendency or any appeal filed under section 119.12 of the Revised 2571
Code. If the individual subject to the summary suspension 2572

requests an adjudicatory hearing by the board, the date set for 2573
the hearing shall be within fifteen days, but not earlier than 2574
seven days, after the individual requests the hearing, unless 2575
otherwise agreed to by both the board and the individual. 2576

Any summary suspension imposed under this division shall 2577
remain in effect, unless reversed on appeal, until a final 2578
adjudicative order issued by the board pursuant to this section 2579
and Chapter 119. of the Revised Code becomes effective. The 2580
board shall issue its final adjudicative order within seventy- 2581
five days after completion of its hearing. A failure to issue 2582
the order within seventy-five days shall result in dissolution 2583
of the summary suspension order but shall not invalidate any 2584
subsequent, final adjudicative order. 2585

(H) Sanctions shall not be imposed under division (A) (13) 2586
of this section against any certificate or license holder who 2587
waives deductibles and copayments as follows: 2588

(1) In compliance with the health benefit plan that 2589
expressly allows such a practice. Waiver of the deductibles or 2590
copayments shall be made only with the full knowledge and 2591
consent of the plan purchaser, payer, and third-party 2592
administrator. Documentation of the consent shall be made 2593
available to the board upon request. 2594

(2) For professional services rendered to any other person 2595
who holds a certificate or license issued pursuant to this 2596
chapter to the extent allowed by this chapter and the rules of 2597
the board. 2598

(I) In no event shall the board consider or raise during a 2599
hearing required by Chapter 119. of the Revised Code the 2600
circumstances of, or the fact that the board has received, one 2601

or more complaints about a person unless the one or more 2602
complaints are the subject of the hearing or resulted in the 2603
board taking an action authorized by this section against the 2604
person on a prior occasion. 2605

(J) The board may share any information it receives 2606
pursuant to an investigation under division (D) of section 2607
4715.03 of the Revised Code, including patient records and 2608
patient record information, with law enforcement agencies, other 2609
licensing boards, and other governmental agencies that are 2610
prosecuting, adjudicating, or investigating alleged violations 2611
of statutes or administrative rules. An agency or board that 2612
receives the information shall comply with the same requirements 2613
regarding confidentiality as those with which the state dental 2614
board must comply, notwithstanding any conflicting provision of 2615
the Revised Code or procedure of the agency or board that 2616
applies when it is dealing with other information in its 2617
possession. In a judicial proceeding, the information may be 2618
admitted into evidence only in accordance with the Rules of 2619
Evidence, but the court shall require that appropriate measures 2620
are taken to ensure that confidentiality is maintained with 2621
respect to any part of the information that contains names or 2622
other identifying information about patients or complainants 2623
whose confidentiality was protected by the state dental board 2624
when the information was in the board's possession. Measures to 2625
ensure confidentiality that may be taken by the court include 2626
sealing its records or deleting specific information from its 2627
records. 2628

(K) The board shall not refuse to issue a license or 2629
certificate to an applicant for either of the following reasons 2630
unless the refusal is in accordance with section 9.79 of the 2631
Revised Code: 2632

(1) A conviction or plea of guilty to an offense;	2633
(2) A judicial finding of eligibility for treatment or intervention in lieu of a conviction.	2634 2635
Section 2. That existing sections 1751.85, 1753.09, 3901.21, 3923.86, 3963.01, 3963.02, 3963.03, and 4715.30 of the Revised Code are hereby repealed.	2636 2637 2638
Section 3. Sections 4715.271 and 4715.272 of the Revised Code, as enacted by Section 1 of this act, take effect January 1, 2025.	2639 2640 2641
Section 4. The General Assembly, applying the principle stated in division (B) of section 1.52 of the Revised Code that amendments are to be harmonized if reasonably capable of simultaneous operation, finds that the following sections, presented in this act as composites of the sections as amended by the acts indicated, are the resulting version of the sections in effect prior to the effective date of the sections as presented in this act:	2642 2643 2644 2645 2646 2647 2648 2649
Section 3963.01 of the Revised Code as amended by both H.B. 156 and S.B. 265 of the 132nd General Assembly.	2650 2651
Section 3963.02 of the Revised Code as amended by both H.B. 156 and S.B. 273 of the 132nd General Assembly.	2652 2653