COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS SAIPAN, TINIAN, ROTA, & NORTHERN ISLANDS



COMMONWEALTH REGISTER VOLUME 28 NUMBER 06

JUNE 19, 2006

COMMONWEALTH REGISTER

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COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

Benigno R. Fitial Governor

Timothy P. Villagomez Lieutenant Governor

EXTENSION OF EMERGENCY Volcanic Activity on Anatahan

WHEREAS, On January 23,2006, a Declaration of Emergency was issued with respect to volcanic activity on the island of Anatahan; and

WHEREAS, said Declaration declared the island of Anatahan as unsafe for human habitation and restricted all travel to said island with the exception of scientific expeditions; and

WHEREAS, the volcanic activity and seismic phenomena which prompted said Declaration continues to exist on the island of Anatahan:

NOW, THEREFORE, I, BENIGNO R. FITIAL, by the authority vested in me as Governor, and pursuant to Article III, Section 10 of the Commonwealth Constitution'and 3 CMC §5121, do hereby extend a state of disaster emergency in the Commonwealth with respect to the island of Anatahan under the same terms and conditions as are contained in the original Declaration.

This Extension of Emergency shall remain in effect for thirty (30) days, unless the Governor shall, prior to the end of the 30-day period, notify the Presiding Officers of the Legislature that the state of emergency has been revoked or further extended for alike term, and giving reasons for extending the emergency.

Dated this 4th day of June 2006.

BENIGNO R. FITIAL

Lt. Governor (Fax: 664-2311) cc:

Senate President (Fax: 664-8803) House Speaker (Fax: 664-8900)

Mayor of the Northern Islands (Fax: 664-2710)

Executive Assistant for Carolinian Affairs (Fax: 235-5088) Director of Emergency Management (Fax: 322-7743)

Attorney General (Fax: 664-2349)

Secretary of Finance (Fax: 664-1115)

Commissioner of Public Safety (Fax: 664-9027)

Special Assistant for Management and Budget (Fax: 664-2272) Special Asst, for Programs and Legislative Review (Fax: 664-2313)

Press Secretary (Fax: 664-2290)

June 19,2006 **PAGE**



Commonwealth of the Northern Mariana Islands

Office of the Attorney General

2nd Floor Hon. Juan A. Sablan Memorial Bldg. Caller Box 10007, Capitol Hill Saipan, MP 96950

PUBLIC NOTICE

Civil Division Tel: (670) 664-2341142

Tel: (670) 664-2341142 ATTORNEY GENERAL'S OFFICE, OFFICE OF CONSUMER COUNSEL PROPOSED RETAIL ADVERTISING REGULATIONS Section 1, et seq

Criminal Division Tel: (670) 664-2366167168 Fax: (670) 234-7016

Investigative Unit Tel: (670) 664-2310112 Fax: (670) 664-2319

Division of

Immigration

The Attorney General hereby notifies the general public of proposed retail advertising regulations issued by the Office of the Consumer Counsel pursuant to the Consumer Protection Act, Section 1 et seg. These Regulations specify and further define what sorts of advertising messages are generally considered to be unfair or deceptive to consumers. It is the intent of these regulations to prohibit and outlaw certain

Saipan Tel: (670) 236-0922/23 advertising practices that are capable of misleading consumers or of causing confusion, and Fax: (670) 664-3190 misunderstanding.

Rota Tel: (670) 532-9436 Fax: (670) 532-3190

Tinian Fax: (670) 433-3730

Domestic Violence

It is the intent of the Attorney General and the Consumer Counsel to adopt the proposed Retail Advertising Regulations, Section 1 et seq., as permanent, pursuant to 1 CMC §9104(a)(1) and (2) of the Tel: (670) 433-3712 Administrative Procedures Act. The publication of these proposed amendments in the Commonwealth Register provides notice and opportunity for the public to comment. If necessary, a public hearing will be provided. All interested persons may submit written comments on the proposed amendments to Brian InterventionCenter Tel: (670) 664-4583/4 Caldwell, Consumer Counsel for the Office of the Attorney General, Caller Box 10007, Capitol Hill, Fax: (670) 234-4589 Saipan, MP. 96950 or by fax at (670) 664-2349, during the thirty-day period immediately following publication of the proposed regulations.

Submitted by:

BRIAN R. CALDWELL

Consumer Counsel for the Office of the Attorney General

Received by:

HERS. FLEMING

Special Assistant for Administration

Filed and Recorded by:

Corporate Register

Pursuant to 1 CMC §2153, as amended by Public Law 10-50, the rules and regulations attached hereto have been reviewed and approved as to form and legal sufficiency by the CNMI Attorney General's Office.

.D. SR.

day of June, 20

ttorney General

PUBLIC NOTICE PROPOSED RETAIL ADVERTISING REGULATIONS

Citation of

Statutory Authority: The Attorney General's Office, Consumer Counsel is authorized

to promulgate these regulations governing the retail advertising

pursuant to 4 CMC \$5119(a)

Short Statement of

Goals and Objectives: To protect consumers from deceptive, misleading, and fraudulent

> advertising practices, to provide guidance to sellers when designing their advertisements, and to foster consumer

confidence in the marketplace.

Brief Summary of the

Proposed Regulations: These proposed regulations seek to achieve their objective by

> specifying under what conditions certain advertising terms or techniques may be employed without creating the likelihood of

confusion or misunderstanding.

For Further

Brian R. Caldwell, Assistant Attorney General, Office of the **Information Contact:**

Attorney General, telephone (670) 664-2341 or facsimile (670)

664-2349.

Citation of Related

And/or Affected Statutes,

Rules and Regulations

And Orders:

Consumer Protection Act, 4 CMC \$5101 et seq

Dated this 12 day of June 2006.

Submitted by:

Brian Caldwell, Consumer Counse

Office of the Attorney General

Concurred by:

PAGE

Notisian Pupbliku

OFISINAN I ABUGÅDU HENERÅT, OFISINAN AKONSIHERUN KOMETSIÅNTE

MAPROPONE REGULASION SIHA POT MAPUPBLIKA NA INFOTMASION BENTÅHÅ (RETAIL ADVERTISING) SEKSIONA 1, et. seq.

I Abugådu Heneråt a notififika I pupbliku heneråt pot I man mapropone na regulasion pot I mapupblika na infotmasion bentåhå ni malaknos ginen I Ofisinan I Akonsiherun Kometsiånte sigun I Akton Proteksion Kometsiånte, Seksiona 1 et.seq. Este siha na regulasion a desisigna ya mås a defifina håfa siha na pupblikasion bentåha man makonsidera heneråt na digeru pat fafababa para I kometsiånte siha. I intension este siha na regulasion para u prohibi ya u na påra I pupblikasion bentåha ni man komplikåo ya ti makomprende ni kometsiånte siha.

I intension I Abugådu Heneråt yan I Ofisinan I Akonsiherun Kometsiånte para u ma'adopta I mapropone na regulasion pot I pupblikasion infotmasion bentåhå Seksiona 1 et. seq. kumo petmanente, sigun I lai 1 CMC Seksiona 9104 (a)(1) yan (2) gi Akton Administrative Procedures siha. I pupblikasion este man mapropone na amendasion siha gi Rehistran I Commonwealth a probeniniyi notisia yan opottunidåt para I opinion I pupbliku. Yanggen nisisårio, u mana guaha inetnun pupbliku. Todu I man enteresåo na petsona siña u mana hålom I tinige' opinion siha pot I man mapropone na amendasion guatto as Brian Caldwell, Akonsiherun Kometsiånte para I Ofisinan I Abugådu Heneråt, gi Caller Box 10007, gi Capitol Hill, giya Saipan, MP 96950 pat fax gi numirun (670) 664-2349, durånten I trenta diha na tiempo insigidas tinatitiyi I pupblikasion este man mapropone na regulasion siha.

BRIAN R. CALDWELL	Fecha
Akonsiherun Kometsiånte Para I	
Ofisinan I Abugådu Heneråt	
ESTHER S. FLEMIMG Espisiat Na Ayudante Para	4/13/06 Fecha
	Akonsiherun Kometsiånte Para I Ofisinan I Abugådu Heneråt ESTHER S. FLEMIMG

Mapolu yan Marikot as:		la Orus DITA B. DELA CRUZ oran I Commonwealth	_	G/12/66 Fecha
regulasion siha n	i man che'che't	53, ni inamenda ni Lai P on guine esta man ma'i fisinan I Abugådu Hene	ina yan ma'ap	
Mafecha este gi	mina	na ha'åne gi Ju	nio, 2006.	
JEFFREY WAR	FIELD			

Kuentan I Abugådu Heneråt

Notisian Pupbliku

MAN MAPROPONE I AMENDASION SIHA PARA I REGULASION SETBISIUN KOMETSIÅNTE – SEKSIONA 1 et. seg.

Annok I Aturidåt

I Lai:

I Akonsiherun I Kometsiånte gi Ofisinan I Abugådu Heneråt ma'aturisa para u ma'establesi este siha na regulasion ni gurnibebietna I pupblikasion bentåhå sigun I lai 4 CMC Seksiona 5119 (a).

Kadada' Na Finiho'

Yan Diniseha:

Para u maprotehi I kometsiånte siha ni ti komprendiyon, fafababa, yan traision na pupblikasion bentaha ni mapraktitika, ya u maprobeniyi gi'a para I bentadot siha yanggen para u madesigna I pupblikasion bentåhån niha, ya para u mahåtsa I konfiånsian niha gi lugåt I metkåo.

Kadada' Na Mensåhe

Pot I Man Mapropone

Na Regulasion Siha: Este man mapropone na regulasion siha para u aligao para u ma'adulanta I finiho ginen I madesisigna hafa na kondision siha na mensåhen pupblikasion yan cho'chu' siha ni siña man malaknos sin u na guaha enkubukåo yan chinatinatkomprende.

Para Mås Infotmasion

Ågang:

Si Brian R. Caldwell, **Ayudånten I Abugådu** Henerit, gi **Ofisinan I** Abugådu Heneråt, numirun tilifon (670) 664-2341 pat facsimile gi numiru (670) 664-2349.

Annok I Man A'achule yan/pat Inafekta Na Lai, Areklamento yan Regulasion, van Otden siha:

Akton Proteksion Kometsiånte, lai 4 CMC Seksiona 5101 et. seq.

N F C 1	1 10 'T ' 2006
Mafecha este gi mina	na ha'åne gi Junio, 2006
Maicena este zi mina	nana ancerbance. 4000

Ninahålom as:

BRIAN R. CALDWELL Akonsiherun Kometsiånte Para I Ofisinan I Abugådu Heneråt

Kinonfotme as:

JEFFREY WARFIELD Kuentan I Abugådu Heneråt

June 19,2006 PAGE 25765

ARONGORONGOL TOULAP

BWULASIYOOL SOW BWUNGUL ALLÉGH LAPALAP, BWULASIYOOL CONSUMER COUNSEL POMWOL ALLÉGHÚL AKKAMÉÉLÓ ME AKATÉÉL Tálil 1, et seq

Sángi Sów Bwungul Allégh Lapalap nge ekke arongaar toulap reel pomwol alléghúl akkatéél akkamééló iye e atotoowow mereel Bwulasiyool <u>Consumer Counsel</u> bwelle Alléghúl <u>Consumer Protection Act</u>, Tálil 1 et seq. Allágh kkaal nge ekke affatawow me aweweey ghatchúw tappal akkaté kka ese fil me akkaté nggów ye ese fil ngáliir schóól akkamé. Elo bwe bwhngil allégh kkaal ebwe ayúúwuló tappal akkaté kkaal iye e arughaar schóól akkamé me afitighoghoor, me ammangaar.

Sów Bwungul Allégh Lapalap me <u>Consumer Counsel</u> re mengi bwe rebwe fillóóy pomwol alléghúl akkaté kkaal, Tálil 1 et seq. ebwe schéschéél, sángi 1 CMC tálil 9104(a)(1)me(2) 1l6l <u>Adiministrative Procedures Act</u>. Akkatéél pomwol lliwel kkaal mellól <u>Commonwealth Register</u> nge ebwe ayoora ammataf me ebwe ayoora bwángiir aramas toulap reel aghiyeghil. Ngáre e welepakk, arongorongol toulap imwu rebwe ayoora. Schóókka re tipeli nge rebwe ischilong pomwol lliwel kkaal ngdi Brian Caldwell, <u>Consumer Counsel</u> ngdi Bwulasiyool Sów Bwungul Allégh Lapalap, Caller Box 10007, Capitol Hill, Seipel, MP. 96950 me ngare fax reel 664-2349, otol eliigh (30) ráálil mwiril schagh yaal akkatééwow pomwol allégh kkaal.

Isáliyalewow:		
•	BRIAN R. CALDWELL	Rill
	Consumer Counsel ngali Bwulasiyool	
	Sow Bwungul Allegh Lapalap	
Mwir sángi:	ESTHER S. FLEMING	<u>4//3/x</u>
	Sów Alillisil Sów Lemelem	Kai
Ammwel sángi:	Bodela Crinx	$\frac{6/12/06}{R\acute{a}l}$
g	BERNADITA B. DE LA CRUZ	Rál
	Commonwealth Register	
Sángi allégh ye 1 C	MC talil 2153, iye aa lliwel mereel Allégh	úl Toulap 10-50, allégh
kkaal nge raa takkal	amweri fischiy me aléghéléghéló mereel	CNMI, Bwulasiyool Sów
Bwungul Allégh La	palap.	•
Ráálil yelló	l Alimaté, 2006.	
JEFFREY WARFII		
Acung ngui 50W B	wungul Allégh Lapalap	

ARONGORONGOL TOULAP POMWOL AKKATÉÉL ALLÉGHÚL AKKAMÉÉLÓ

Akkatéél bwángil:	Bwulasiyool Sów Bwungul Allégh Lapalap , <u>Consumer counsel</u> nge e mweiti ngáli akkatéél allégh kkaal iye e lemeli akkatéél akkamééló sángi 4 CMC tálil 5119 (a)
Aweweel pomwol lliwel:	rebwe afálliir schóól akkame mereel akkate ye ese fil, arughurugh, me misimis, igha ebwe polleer schóóy akkamé sángi akkatéél , me arnwescheliir schóól akkamé mel 161 leliyel akkamééló .
Aweweel pomwol Allégh:	Pomwol allégh kkaal nge ebwe amweri fischiy ebwe faisul yaal ammwela , aweweey tappal akkaté kkaal bwelle essóbw yoor fitighoghool
Aramas ye ubwe faingi:	Brian R. Caldwell, Sow Alillisil Sów Bwungul Allégh Lapalap , Bwulasiyool Sów Bwungul Allégh Lapalap , tilifoon (670) 664-2341 me ngáre facsimile (670) 664-2349
Akkatéél bwángil akkááw	allégh: Alleghúúr schóól akkamé, 4 CMC talil 5101 et seq.
Ráálil ye1161 Alimate	é , 2006.
	Isdiyallong
	Brian Caldwell, Consumer Councel Bwulasiyool Sów Bwungul Allégh Lapalap
	Alúghúlúgh sángi:
	Jeffrey Warfield acting ngáli Sów Bwungul Allégh Lapalap

PROPOSED REGULATIONS OF THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER COUNSEL, REGARDING RETAIL ADVERTISING PRACTICES

Office of the Attorney General, Consumer Counsel Regulations, Section 1 *et seq.*, are hereby proposed, and state as follows:

PART I

<u>Section 1 - Introduction - Rules and Regulations Regarding Retail Advertising</u> Practices

Section 1.1 Authority

The authority for the promulgation and issuance of Office of the Attorney General, Consumer Counsel Regulations Part I is derived from the Commonwealth Code, Consumer Protection Act, including, but not limited to, the following Section: 4 CMC \$5119.

Section 1.2. Purpose

The purpose of the Retail Advertising Regulations Part I is:

- A. To protect consumers from deceptive, misleading, and fraudulent advertising practices;
- **B.** To provide guidance to sellers when designing their advertisements; and
- C. To foster consumer confidence in the marketplace.

Section 1.3. Scope

These regulations apply to advertising in the CNMI of Commerce and Trade as defined in 4 CMC §5104(b) of the Consumer Protection Act.

Section 1.4. <u>Definitions</u>

Except as hereinafter stated and unless a different meaning of a term is clear from its context, the definitions of terms used in this Part shall be the same as those used in the Consumer Protection Act (4 CMC 95101 et seq.).

A "Advertisement" (including the terms "advertise" and "advertising"), means any oral, written, graphic, or pictorial statement made by a seller in any manner in the course of the solicitation of business. Advertisement includes, without limitation, any statement or representation made in a newspaper, magazine, or other publication or on radio or television or contained in any notice, handbill, sign, billboard, banner, poster, display, circular, pamphlet, or letter, or printed on or contained in any tag or label which is attached to or accompanies any product offered for sale.

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B. "Clear and conspicuous" (including the terms "clearly" and "conspicuously") means that the statement, representation or term being conveyed is in close proximity to the statement, representation or term it clarifies, modifies, or explains, or to which it otherwise relates; readily noticeable; reasonably understandable by the person(s) to whom it is directed; and not contradictory to any terms it purports to clarify, modify or explain.

A statement, representation or term is not clear and conspicuous unless it shall:

- For printed, written, typed or graphic advertisements: (1)
 - employ abbreviations only if they are commonly (a) understood by the public (e.g., abbreviations commonly understood - AC, AM/FM, AUTO, AIR, 2DR, CYL, MSRP, and e.g., abbreviations not commonly understood -WAC, PEG) or approved by federal or State law (e.g., terms allowed by the Federal Truth in Lending Act, 15 USC 1601, et seq., or the Consumer Leasing Act of 1976, 15 USC 1601, et seq., such as "APR");
 - be of sufficient prominence in terms of print, size and color (b) contrast, as compared with the remainder of the advertisement, so as to be readily noticeable to the person(s) to whom it is directed. Any type size which is 10point type or larger is deemed readily noticeable.
- For radio advertisements and the audio portion of television (2) advertisements or advertisements in any other audio-visual medium:
- be at a decibel level equal to the highest decibel level used in the advertisement; and
 - be at a speed equal to or slower than any other statement, (b) representation or term contained in the advertisement.
- For required superimposed written copy ("super") in a television **(3)** advertisement or advertisements in any other audio-visual medium:
 - the minimum height of supers should be: (a)
 - capital and lower case letters: 24 video scanlines; (i)
 - capital letters only: 18 video scanlines; (ii)

- (b) appear on the screen for a duration sufficient to allow a viewer to have a reasonable opportunity to read and understand the statement, representation or term.
- (c) It shall be a rebuttable presumption that the super is sufficient if the super meets the following on-screen minimum display time:
 - (i) three seconds for the first line of text; and
 - (ii) one second for each additional line.
- C. "Comparative price" means the price or value of a product to which a seller is comparing its current price in any advertisement.
- D. "List price or manufacturer's suggested retail price" means the prices issued to retailers by national brand manufacturers as a suggested retail price for the manufacturer's product.
- E. "Person" means any association, corporation, individual, institution, natural person, organization, partnership, trust or any other legal entity.
- D. "Price comparison" means the direct or indirect comparison in any advertisement (whether or not expressed wholly or in part in dollars, cents, fractions, or percentages) of a seller's current price for a product with any other price or statement of value, whether or not such price is actually stated in the advertisement. Price comparison includes any price reduction claim or savings claim which a seller makes with respect to the seller's current price for any product.
- E. "Product" means any and all goods, whether tangible or intangible, real, personal or mixed and any and all services or franchise or distribution system of any nature.
- F. "Raincheck" means a written document evidencing a consumer's entitlement to purchase advertised items at an

advertised price. Rainchecks shall be executed in duplicate, one copy being given to the consumer and one copy

being kept by the issuing supplier, and shall contain at least the following information:

- (1). The name and address of the supplier;
- (2). The name, address and phone number of the consumer;
- (3). A description of the item to be purchased, including the model, make and year, if relevant;
- (4). The quantity entitled to be purchased by the consumer;
- (5). The advertised price of the item; and

(6). The date of issuance.

- G. "Seller" means any person who offers any product for retail sale, rental or lease at any location and disseminates advertisements for that product in Illinois. Seller may include any officer, agent, employee, salesperson, or representative of a seller and any advertising agency employed by a seller.
- H. "Trade area" means the geographic area where the seller's outlets are located and where the seller's advertisements are disseminated.

section 2 - Comparative Price. Value. and Savings Claims

Section 2.1. **Premable**

Price comparison advertising is a form of advertising used in the sale of products whereby current prices are compared with the seller's former or future prices, the prices of other sellers, or other stated values, to demonstrate price reductions or cost savings. It is the intent of this section to ensure that the comparative price used in any price comparison advertisement provides accurate information and meaningful guidance to the consumer. The use of misleading price comparisons is injurious to both the consuming public and competitors and is an unfair or deceptive act and an unfair method of competition under Section 5105 of the Consumer Protection Act (4 CMC **§5**105)

Section 2.2. **Identifying Basis of Price Comparison**

It is an unfair or deceptive act for a seller to make a price comparison or claim a savings as to any product it offers (for example: "\$29.99 - Save \$10.00" - or - "20% Off all men's shirts") unless the seller clearly and conspicuously describes the basis for the price comparison or the savings claimed; provided, however, a seller may compare a higher and a lower price without describing the basis for the price comparison or the savings claimed if the higher price is the seller's own former (regular) price as determined in accordance with Section 2.3. Terms such as "formerly," "regularly," "originally," or words of similar meaning may be used by the seller to identify the higher price as its own former (regular) price.

Section 2.3. Comparison to Seller's Own Former (Regular) Prices

It is an unfair or deceptive act for a seller to compare current price with its former (regular) price for any product or service, (for example: "\$99, Now \$69 - Save \$30"; "Regularly \$99, Now \$69"; "Originally \$99, Now \$69"; "Save \$30, Now \$69") unless one of the following criteria are met:

- **A.** the former (regular) price is equal to or below the price(s) at which the seller made a substantial number of sales of such products in the recent regular course of its business: or
- B. the former (regular) price is equal to or below the price(s) at which the seller offered the product for a reasonably

substantial period of time in the recent regular course of its business, openly and actively and in good faith, with an intent to sell the product at that price(s).

Section 2.4. **Comparison to Future Prices**

It is an unfair or deceptive practice for a seller to make an introductory offer or to compare its current price for a product with the price at which the product will be offered in the future (for example: "Introductory Sale, Now \$69, will be \$90"), unless:

- A. the future price takes effect within a reasonable time after the introductory offer or price comparison is published; and
- В. the product's future price is, subsequent to the end of an introductory sale, properly established as the seller's former (regular) price in accordance with Section 470.220 of this Part.

Section 2.5. Range of Savings or Price Comparison Claims

It is an unfair or deceptive act to state or imply that any products are being offered for sale at a range of prices or at a range of percentage or fractional discounts (for example: "Save from 10% to 50% Off') unless the highest price or lowest discount in the range is clearly and conspicuously disclosed in the advertisement and a reasonable number of these items in the advertisement are offered with at least the largest advertised discount. If at least 5% of the items in the advertisement are offered with at least the largest advertised discount it shall create a rebuttable presumption that a reasonable number were offered with at least the largest advertised discount.

Section 2.6. Use of "List Price" or Similar Comparison

It is an unfair or deceptive act to claim an actual savings from a "list price", "manufacturer's suggested retail price", or term of similar meaning unless the "list price" is the price at which the product is offered by a reasonable number of sellers in the seller's trade area (for example: "List Price \$99, our price \$69, save \$30.00). However, a seller may reference a list price in relation to its regular price as long as no savings are claimed and the seller discloses that the list price may not necessarily be the price at which the product is sold in the trade area.

Section 2.7. Comparison to Other Sellers' Price for Identical Product

It is an unfair or deceptive act for a seller to compare his price with a price currently being offered by another seller for an identical product (for example: "Sold elsewhere for \$99, our price \$69") unless the stated higher comparative price is at or below the price at which the identical product is currently being offered in the seller's trade area by:

- a reasonable number of other sellers in the same trade area; or Α.
- B. another seller(s) is specifically identified in the advertisement.

ction 2.8. Comparison to Seller 'Own or Other Sellers' rice for Comparable Product

It is an unfair or deceptive act for a seller to compare his price with the price at which he or any other seller is offering a comparable product (for example: "69, compare at \$99", "Comparable value \$99") unless:

- Α. The comparable product is currently being offered at the stated higher comparative price by the seller or by a reasonable number of other sellers in the sellers' trade area or another seller(s) specifically named in the ad; and
- В. There are no substantial differences in quality, grade, materials, or craftsmanship between the comparable product and the product offered by the seller; and
- C. If the comparable product is sold by the seller, the comparative price is determined in accordance with Section 2.3.

Use of Terms "Two for Price of One", "Buy One. Get One Free" Section 2.9.

It is an unfair or deceptive act for a seller to state or **imply** that products are being offered at the usual price of a smaller number of the same or a different product (for example, "Four pillows for the price of three" or "buy one pair of shoes, second pair free") unless:

- The seller clearly and conspicuously discloses all material conditions which are Α. imposed on the sale; and
- В. The price indicated by the seller as its usual and customary price for the smaller number of products is the sellers' own former (regular) price for such products as determined in accordance with Section 2.3

Section 2.10. "Imperfects", Irregulars "Seconds"

It is an unfair or deceptive act to use a comparative price in connection with an imperfect, irregular or second product unless it is accompanied by a clear and conspicuous disclosure that such comparative price applies to the price of the product, if perfect. The comparative price advertised shall be based on:

- A. the price currently charged by the advertiser for the product without defects, or
- В. the price currently charged by representative principal retailers in the trade area for the product without defects, and the advertisement discloses which basis of comparison is being used.

"Factory to You", "Factory Direct", "Wholesaler", "Wholesale Section 2.11. Prices'

It is an unfair or deceptive act to use the terms "factory to you,", "factory direct", "wholesaler", "wholesale prices" and the like used unless the implied savings can be substantiated and the terms meet all of the requirements below.

Α. The terms "factory to you," "direct from maker," "factory outlet" and the like may not be used unless all advertised merchandise is actually manufactured by the advertiser or in factories owned or controlled by the advertiser.

- B. The terms "wholesaler," "wholesale outlet," "distributor" and the like may not be used unless the advertiser actually owns and operates or directly and absolutely controls a wholesale or distribution facility which primarily sells products to retailers for resale.
- C. The terms "wholesale price," "at cost" and the like may not be used unless they are the current prices which retailers usually and customarily pay when they buy such merchandise for resale.

Section 2.12. Use of "Sale" Terminology

It is an unfair or deceptive act to use the term "sale" unless the following requirements are met:

- A. The unqualified term "sale" in advertising shall not be used if there is not a significant reduction from the advertiser's usual and customary price of the merchandise offered and the sale is not for a limited period of time. If the sale exceeds thirty days advertisers shall be prepared to substantiate that the offering is indeed a valid reduction and has not become their regular price.
- B. Time limit sales shall be rigidly observed. For example, merchandise offered in a "one-day sale," "three-day sale," "this week only," sale should be taken off "sale" and revert to the regular price immediately following expiration of the stated time. Introductory sales should be limited to a stated time period, and the selling price shall be increased to the advertised regular price immediately following termination of the stated period.
- C. Price predictions advertisers may currently advertise future increases in their own prices on a subsequent date provided that they do, in fact, increase the price to the stated amount on that date and maintain it for a reasonably substantial period of time thereafter.

Section 2.13. "Emergency" or "Distress" Sales

It is an unfair or deceptive act to advertise an emergency or distress sale, including but not limited to **bankruptcy**, liquidation and going out of business sales unless the stated or implied reason is a fact, the sale shall be limited to a stated period of time, and shall offer only such merchandise as is affected by the emergency. "Selling out," "closing out sale," and similar terms shall not be used unless the concern so advertising is actually going out of business. The unqualified term "liquidation sale" means that the advertiser's entire business is in the process of actually being liquidated prior to actual closing.

Section 3 - Customer Demand

Section 3.1. Customer Demand

It is an unfair or deceptive act and an unfair method of competition under Section 5105 of the Consumer Protection Act (4 CMC 95105) for a seller to advertise any product for sale when the

seller does not have that product in stock in sufficient quantities to meet reasonably anticipated customer demand during the effective period of the advertisement, except where:

- Α. The seller clearly and conspicuously discloses in its advertisement that quantities are limited or that restrictions apply to the advertised offer; or
- В. Conditions beyond the seller's control (i.e. bankruptcy of source, labor stoppage, Act of God, etc.) interrupted the supply of the product; or
- C. The seller has, in good faith, ordered the product in adequate time for delivery and in sufficient quantity to satisfy reasonably anticipated consumer demand, and the seller has maintained sufficient records to substantiate such orders; or
- The seller tenders a raincheck entitling prospective purchasers to buy the D. advertised product at the advertised price and redeems the raincheck within a reasonable time after the issuance thereof; or
- E. The seller offers prospective customers a product of an equal or greater value at the same price which is acceptable to a reasonable consumer or is of a lesser value at the same dollar or percentage savings.

Section 4--''Bait® Advertising and Selling

"Bait and Switch" Section 4.1.

It is an unfair and deceptive act or practice for a seller to make an offer of sale of any products or services when such offer is not a bona fide effort to sell such products or services. An offer is not bona fide if:

- A seller uses a statement or illustration or makes a representation in any A. advertisement which would create in the mind of a reasonable consumer, a false impression as to the grade, quality, quantity, make, model, year, price, value, size, color, utility, origin or any other material aspect of the offered products or services in such a manner that, upon subsequent disclosure or discovery of the facts, the consumer may be induced to purchase products or services other than those offered:
- В. The first contact or interview with the consumer is secured by the seller through deception, even if the relevant facts of the offer are disclosed to the consumer before the consumer views the offered products or services;
- C. A seller discourages the purchase or sale of the offered products or services by any means, including but not limited to the following:
 - The refusal to show, demonstrate or sell the offered products or services (1). in accordance with the terms of the offer:
 - Disparagement by the seller of the offered products or services; (2).

- (3). The showing or demonstrating of offered products or services which are unusable or impractical for the purposes represented, or materially different from the offered products or services;
- (4). The use of a sales plan or method of compensation of sales personnel which is designed to penalize or prevent a salesperson from selling the advertised products or services;
- D. A seller, in the event of a sale to the consumer of the offered products or services, attempts to persuade a consumer to repudiate the purchase of the offered products or services and purchase other products or services in their stead, by any means, including but not limited to the following:
 - (1). Accepting a consideration for the offered products or services, then switching the consumer to other products or services;
 - (2). Failing to make delivery of the offered products or services (or, with the consent of the consumer, substituting products or services of equal or greater value) within a reasonable time, or to make a refund;
 - (3). Delivering offered products or services which are unusable or impractical for the purposes represented or materially different from the offered products or services. The purchase on the part of some consumers of the offered products or services is not in itself prima facie evidence that the offer is bona fide.

Section 5—Warranties and Guarantees

Section 5.1. Disclosure

When the term "warranty" (or "guarantee") is used in product advertising, a clear and conspicuous disclosure shall be made that the details of the warranty can be seen at the advertiser's store prior to sale, or in the case of mail or telephone order sales, are available free on written request. It is an unfair or deceptive act to advertise that a product is warranted or guaranteed if the seller fails to promptly and fully perform its obligations under the warranty or guarantee.

Section 5.2. "Satisfaction Guarantee"

It is an unfair or deceptive act to use the term "satisfaction guarantee", " "money back guarantee," "free trial offer," or the like unless

- A. the seller or manufacturer refunds the full purchase price of the advertised product at the purchaser's request; and
- B. any material limitations or conditions that apply to the guarantee are clearly and conspicuously disclosed.

Section 5.3. "Lifetime" Warranties

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It is an unfair or deceptive act to use the term "lifetime," "life" or similar representations in advertising to describe the duration of the warranty or guarantee, unless the advertisement clearly and conspicuously discloses the life to which the representation refers.

Section 6—Use or Condition Disclosures

Section 6.1. "Used", "Secondhand"

If a product was previously used by a consumer, it is an unfair or deceptive act to not disclose such fact to the buyer in the advertising. Terms such as "used," "secondhand," "pre- owned," "repossessed," "rebuilt," "reconditioned" shall be used and shall be clearly and conspicuously in the advertising.

Section 6.2. "Rebuilt", Reconditioned"

It is an unfair or deceptive act to use the terms "rebuilt", "reconditioned", or the like, in a manner out of accordance with the following:

- Α. The term "rebuilt", or the like, should be used only to describe products that have been completely disassembled, reconstructed, repaired and refinished, including replacement of parts.
- В. The term "reconditioned", or the like, should be used only to describe products that have received such repairs, adjustments or finishing as were necessary to put the product in satisfactory condition without rebuilding.

Section 6.3. "As Is"

It is an unfair or deceptive act to offer merchandise on an "as is" basis (i.e., in the condition in which it is displayed at the place of sale) without disclosure of such fact to the buyer. The words "as is" shall be clearly and conspicuously indicated in any advertising for the products.

Section 6.4. "Irregular", "Imperfect"

It is an unfair or deceptive act to offer merchandise which is defective or rejected by the manufacturer because it falls below specifications without disclosure of such fact to the buyer. Terms such a "second" "irregular", "imperfect, and the like shall be clearly and conspicuously indicated in any advertising for the products

Section 6.5 "Discontinued"

It is an unfair or deceptive act to describe products as "discontinued," "discontinued model," or by words of similar import unless the manufacturer has, in fact, discontinued its manufacture, or the retail advertiser will discontinue offering it entirely after clearance of existing inventories.

Section 7—Credit

Section 7.1. **Relation to Federal Law**

June 19,2006

All credit terms must be clearly and conspicuously disclosed in the advertisement. Any violation of the federal Truth in Lending Act in this regard shall be considered an unfair or deceptive act for purposes of the Consumer Protection Act.

Section 7.2. "Easy Credit", "Liberal Terms"

It is an unfair or deceptive act to use the terms "easy credit," "easy credit terms," "liberal terms," "easy pay plan" and other similar phrases that relate to credit worthiness as well as to the terms of sale and credit repayment unless:

- A. consumer credit is extended to persons whose ability to pay or credit rating is below typical standards of credit worthiness;
- **B.** the finance charges and annual percentage rate do not exceed those charged to persons whose credit rating has been determined and who meet generally accepted standards of credit worthiness;
- C. the down payment is as low and the period of repayment of the same duration as in consumer credit extensions to those of previously determined credit worthiness; and
- **D.** the debtor is dealt with fairly on all conditions of the transaction including the consequences of a delayed or missed payment.

Section 7.3. "No Credit Rejected"

It is an unfair or deceptive act to use the words "no credit rejected or the like, unless true that consumer credit will be extended to anyone regardless of the person's credit worthiness or financial ability to pay.

Section 8 - Severability

Section 8.1 Severability

If any provision of these regulations shall be held invalid by a court of competent jurisdiction, the validity of the remainder of the regulations shall not be affected thereby.

Commonwealth of the Northern Mariana Islands



Department of Public Health

Office of the Secretary of Public Health



Joseph Kevin Villagomez, MA Secretary of Public Health

PUBLIC NOTICE

NOTICE OF PROPOSED STANDARD GOVERNING THE IMPORTATION, SALE, AND DISTRIBUTIONOF FOREIGN BOTTLED WATER FOR HUMAN CONSUMPTION

The Secretary of the Department of Public Health (DPH), Commonwealth of the Northern Mariana Islands (CNMI), hereby notifies the public that DPH proposes to adopt regulations establishing a standard for a food, namely water, as necessary to prevent injury to health of the consumer or purchaser of the food. The regulations are proposed pursuant to the authority of the Pure Food, Drug and Cosmetic Device Act of 1998 (P.L. 11-40) 3 CMC § 2716(a).

These regulations establish minimum quality control requirements for the importation, sale, and distribution of bottled water in the Commonwealth.

In accordance with 1 CMC § 9104(a), the public has the opportunity to comment on the proposed regulations. Copies of the proposed regulations are available at the Office of the Secretary of Public Health at the Commonwealth Health Center in Saipan. Written comments should be submitted to: Office of the Secretary of Public Health, Department of Public Health, P.O. Box 500409 CK, Saipan, MP 96950. Comments must be received by DPH within thirty (30) days of the date this notice is published in the Commonwealth Register.

Issued by:

Joseph K.P. Villagomez/ Secretary of Rublic Health

Department of Public Health

Date

P.O. Box 500409 CK, Saipan, MP 96950 Telephone: (670) 236-8201 FAX: (670) 234-8930 E-mail: jkvsaipan@aol.com

PAGE

Dated the day of June 2006.

MATTHEW T. GREGORY
Attorney General

Date: 4/0/0

Date: 4/0/0

Esthet St Fleming

Pursuant to 1 CMC § 2153(e) and 1 CMC § 9104(a)(3) the proposed regulations attached hereto have been reviewed and approved as to form and legal sufficiency by

Special Assistant for Administration

Commonwealth I Samkattan Siha Na Islas Mariana

Dipittamenton I Hinemlo' Pupbliku

Ofisinan I Sekritirio

NOTISIAN PUPBLIKU

NOTISIA POT MAN MAPROPONE AREKLAMENTO NI GINIBIEBIETNA I IMPOTTASION, MABENDI, YAN MALAKNOS BUTEYAN HÅNOM GINEN OTTRO TÅNO' PARA U MAGIMEN NI TÅOTÅO

I Sekritårion I Dipfittamenton I Hinemlo' Pupbliku (DPH), gi Commonwealth I Sankattan Siha Na Islas Mariana (CNMI), manotififika I pupbliku heneråt na I Dipåttamenton I Hinemlo' Pupbliku mapropopone para u ma'adopta regulasion siha ma'establelesi areklamento para nengkano', tåt kumo I hånom, na nisisårio pot para u mapribeni dinåñu gi hinemlo' I kometsiånte pat I fumå'fahan I nengkano'. I regulasion siha man mapropone sigun I aturidåt Akton I Profekto Nengkano', Åmot yan Tråstis Kinåtsa (Cosmetic Device) gi mit nuebe siento nobientai-ochu (1998) na såkkan (Lai Pupbliku 11-40). 3 CMC Seksiona 2716(a).

Este siha na regulasion a establesi **menos kuålidåt** na **nisisidåt** suheta para **imopttasion**, mabendi yan **malaknos** I Buteyan **Hånom** gi hfilom I Commonwealth.

Gi kinensiste ni lai 1 CMC Seksiona 9104 (a), guaha opottunidåt I pupbliku para I opinion niha pot I man mapropone na regulasion siha. Kopian I man mapropone na regulasion siha man guaha gi Ofisinan I Sekritårion I Dipåttamenton I Hinemlo' Pupbliku gi Sentron Hinemlo' Commonwealth giya Saipan. Debi di u mana hålom I tinige' opinion siha guatto gi: Ofisinan I Sekritårion I Hinemlo' Pupbliku, gi Dipåttamenton I Hinemlo' Pupbliku, gi P.O. Box 500409 CK, giya Saipan, MP 96950. Debi di u maresibe' ni Dipåttamenton I Hinemlo' Pupbliku gi hålom trenta (30) diha siha anai mafecha este na notisia para u mapupblika gi Rehistradoran I Commonwealth.

Malaknos as:

Fecha: 06-09-06

Joseph K. P. Villagomez Sekritarion I Hinemlo' Pupoliku

Dipåttamenton I Hinemlo' Pupbliku

Sigun I lai 1 CMC Seksiona 2153 (e) yan 1 CMC Seksiona 9104 (a)(3) I man mapropone na regulasion siha ni man che'che'ton esta man ma'ina yan ma'aprueba pot para u fotma yan ligât sufisiente ni I Abugâdu Henerit I CNMI.

Mafecha este gi mina	na ha'åne gi Junio, dos mit sais (2006) na såkkan
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MATTHEW T. GREGORY Abugådu Henerit

Fecha: 6126

Bernadita B. Dela Cruz ()
Rehistradoran I Commonwealth

Fecha: 4/13/04

Esther S. Fleming

Espisiåt Na Ayudante Para I Atministrasion

COMMONWEALTH TEEL FALÚW KKA FALÚWASCH MARIANAS **DEPATTAMENTOOL LIMIFISCH** BWULASIYOOL SEKKRETÓRIO

ARONGORONGOL TOULAP

ARONG REEL POMWOL ALLÉGH YE E LEMELI ATOTOOLONGOL. AKKAMÉÉLÓÓL, ME ISISIWOWUL LEEL SCHAAL KKA E SÁP ME FALÚW KKA LÚGHÚL IYE ARAMAS RE YÁÁLI

Sekkretoriyool Depattamentool Pubic Heatlh (Limifisch) (DPH), Commonwealth Téél falúw kka falúwasch Marianas (CNMI), ekke arongaar toulap bwe DPH ekke pomwoli bwe ebwe fillóóy allégh kka ebwe ayoora alléghúl mwungo, sibwe ira schaal, iye e welepakk bwe ebwe pileey semwaayúl ilighiir aramas me schóól akkaméél mwungo. Allégh kkaal nge raa pomwoli sángi bwááng ve e tooto mereel Schéschéél Mwungo, Safey me Alléghúl Cosmetic Device Act 1161 1998 (P.L. 11-40). 3 CMC Tálil 2716(a).

Allégh kkaal nge e ayoora alléghúl tittingór ngáli atotoolongol, akkaméélóól, me isisiwowul léél schaal mellól Commonwealth.

Sángi allégh ye 1 CMC Tálil 9104(a), eyoor bwángiir toulap bwe rebwe aghiyeghi pomwol allégh kkaal. Kopial pomwol allégh kkaal nge eyoor mel 161 Bwulasiyool Sekkretóriyool Public Health 116l Commonwealth Health Center mew661 Seipél. Ischil aghiyegh yeel nge ebwe atotoolong reel: Sekkretóriyool Public Health, Depattamentool Public Health, P.O. Box 500409 CK Seipél, MP 96950. Mángemáng kkaal nge DPH ebwe bwughil llól eliigh (30) ráálil mwiril schagh yaal ammataf yeel akkatééló 1161 Commonwealth Register.

Akkaté sángi:

Rál 06-09-06

Sandwoolul Rublic Health

Depattamentool Public Health

Sángi allégh ye 1 CMC Tálil 2153(a) me 1 CMC Tálil 9104 (a((3) pomwol allégh kka e appasch nge raa takkal amweri fischiy me allégheló mereel CNMI Bwulasiyool Sów Bwungul Allégh Lapalap.

Ráálil ye llól Alimaté, 2006

MATTHEW T. GREGORY Sów Bwungul Allégh Lapalap

Bernadita B. Dela Cruz

Commonwealth Register

COMMONWEALTH REGISTER

Sów Alillisil Sów Lemelem

PAGE

STANDARD GOVERNING THE IMPORTATION, SALE, AND DISTRIBUTION OF FOREIGN BOTTLED WATER FOR HUMAN CONSUMPTION

SECTION

- **AUTHORITY** 1.
- 2. **PURPOSE**
- 3. **DEFINTIONS**
- PRESCRIBED FOREGN BOTTLED WATER STANDARDS 4.
- 5. **ENFORCEMENT**

L **AUTHORITY**

Pursuant to the authority of Public Law 11-40 (Pure Food, Drug and Cosmetic Act of 1998), the Secretary of the Department of Public Health is authorized to establish a standard for a food, by regulation, as being necessary to prevent **injuy** to health of the consumer or purchaser of the food in the Commonwealth of the Northern Mariana Islands. 3 CMC §2716(a).

11. **PURPOSE**

This regulation shall be known as the "Foreign Bottled Water Standard" and may be listed as such. The purpose of this **regulation** is to establish minimum quality control requirements for the importation, sale, and distribution of **bottled** water **in** the Commonwealth. **Bottled** water manufactured within the Commonwealth is subject to the CNMI Bureau of Environmental Health's "Water and Ice Manufacturing Regulations." Since it is not possible to determine whether water bottled outside the Commonwealth satisfies the regulatory requirements of the "Water and Ice Manufacturing Regulations," this regulation is prescribed to set a standard for foreign **bottled** water. Bottled water is considered "food" under the "Public Health and Food Regulations" and as such, is subject to those regulations also. These regulations are in addition to "Public Health Food Regulations," and the 'Water and Ice Manufacturing Regulations."

III. **DEFINITIONS**

3.1 FOREIGN BOTTLED WATER: Any bottled water produced outside of the Commonwealth of the Northern Mariana Islands.

TV. FOREIGN BOTTLED WATER STANDARD

4.1 Foreign bottled water imported, distributed, or offered for sale in the Commonwealth must be manufactured and bottled by a facility that is a member in good standing of a water bottling trade association recognized by the Secretary of Public Health as one that assures that its membership meets the requirements of the International Bottled Water Association Model Code. Such associations that the Secretary recognizes include:

- (1) Asia Bottled Water Association
- (2) Australasian Bottled Water Institute Inc.
- (3) Canadian Bottled Water Association
- (4) European Federation of Bottled Waters
- (5) Latin American Bottled Water Association
- (6) International Bottled Water Association (USA)
- **4.2** The Secretary may review and approve petitions **from** other water bottling trade associations seeking to be recognized.

V. ENFORCEMENT

Bottled water may be examined or sampled by the Secretary or his/her authorized representative as often as necessary for enforcement of these regulations. The Secretary or his/her authorized representative may, upon written notice to the owner or person in charge, specifying with particularity the reasons therefore, place a hold order on any bottled water which he or she believes does not comply with the foreign bottled water standard. The Secretary or his/her authorized representative shall tag, label, or otherwise identify any bottled water subject for destruction, disposal or condemnation. All bottled water that does not comply with the foreign bottled water standard shall be immediately condemned and be disposed of in a sanitary manner that will be determined by the Secretary or his/her duly authorized representative.

The following guidelines shall be **used** in the condemnation of bottled water that does not **comply** with the foreign bottled wafer standard.

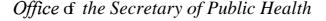
- (1) The importer, seller, or distributor of bottled water that does not comply with the foreign bottled water standard, upon request, **shall** be given a written notice of condemnation **from** the Secretary or **his/her** duly authorized representative of the Bureau stating that such **bottled** water was found to be in non-compliance with the foreign bottled water **standard** and shall be properly disposed in a **sanitary manner**; and
- (2) The importer, seller, or distributor of bottled water that does not comply with the foreign bottled water standard and the duly authorized representative of the Secretary shall be present to witness the disposal and/or destruction of such bottled water was found to be in non-compliance with the foreign bottled water standard; and
- (3) A copy of all condemnation records shall be filed with the Bureau and a copy shall be forwarded to importer, seller, or distributor for their documentation of such condemnation.

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Commonwealth of the Northern Mariana Islands



Department of Public Health





Joseph Kevin Villagomez, MA Secretary of Public Health

PUBLIC NOTICE

NOTICE OF PROPOSED RULES AND REGULATIONS GOVERNING THE MANUFACTURING, PACKING, IMPORTATION, DISTRIBUTION, WAREHOUSING OR HOLDING OF FOOD FOR HUMAN CONSUMPTION

The Secretary of the Department of Public Health (DPH), Commonwealth of the Northern Mariana Islands (CNMI), hereby notifies the public that DPH proposes to adopt regulations governing the manufacturing, packing, importation, distribution, warehousing or holding of food for human consumption. The regulations are proposed pursuant to the authority of the Commonwealth Environmental Health and Sanitation Act of 2000, P.L. 12-48 and the Pure Food, Drug and Cosmetic Device Act of 1998. P.L. 11-40.

These regulations provide standards and procedures to ensure environmental health and sanitation in the manufacturing, packing, importation, distribution, warehousing or the holding of food for human consumption in the CNMI.

In accordance with 1 CMC § 9104(a), the public has the opportunity to comment on the proposed regulations. Copies of the proposed regulations are available at the Office of the Secretary of Public Health at the Commonwealth Health Center in Saipan. Written comments should be submitted to: Office of the Secretary of Public Health, Department of Public Health, P.O. Box 500409 CK, Saipan, MP 96950. Comments must e received by DPH within thirty (30) days of the date this notice is published in the Commonwealth Register.

Issued by:

Secretary of Public Health Department of Public Health 6-09-06

Pursuant to 1 CMC § 2153(e) and 1 CMC § 9104(a)(3) the proposed regulations attached hereto have been reviewed and approved as to form and legal sufficiency by the CNMI Attorney General.

(Acting Attorney General)

Dated the _____ day of June, 2006.

Attørney General

Date: 6 12 06

Bernadita B. Dela Cruz Commonwealth Registrar

Date: 6/13/0 Vo

Special Assistant for Administration

Commonwealth I Samkattan Siha Na Islas Mariana

Dipåttamenton I Hinemlo' Pupbliku

Ofisinan I Sekritårio

NOTISIAN PUPBLIKU

NOTISIA POT I MAPROPONE NA AREKLAMENTO YAN REGULASION SIHA NI GINIBIEBIETNA I FAKTIRIRIA, MAPAKEKETI, IMPOTTASION, MALALAKNOS, MADIPOPOSITU PAT MASUSTETENI I NENGKANO' PARA I INISAN I TÅOTÅO

I Sekritårion I Dipiittamenton I Hinemlo' Pupbliku, gi Commonwealth I Sankattan Siha Na Islas Mariana (CNMI), manotififika I pupbliku heneråt na I Dipåttamenton I Hinemlo' **Pupbliku** mapropopone para u **ma'adopta** regulasion siha **ni Ginibiebietna** I Faktiriria, Mapakeketi, Impottasion, Malalaknos, Madipopositu pat Masusteteni I Nengkano' para I **Inisan** I **Tåotåo.** Man mapropone I regulasion siha **sigun** I **aturidåt** I Akton Hinemlo' yan Ginasgas Uriyan I Commonwealth gi dos mit (2000) na såkkan, Lai Pupbliku 12-48 yan **Akton** I Profekto Nengkano', **Åmot** yan **Tråstis** Kinåtsa (Cosmetic Device) gi mit nuebe siento nobientai-ochu (1998) na såkkan (Lai Pupbliku 11-40).

Este na regulasion siha a probeniniyi manera yan areklamento para u asigura I Hinemlo' yan I Ginasgas gi uriyan I faktiriria, mapakeketi, impottasion, malalaknos, madipopositu pat masusteteni I nengkano' para I inisan I taotao gi halom I CNMI.

Gi kinensiste ni lai 1 CMC Seksiona 9104 (a), guaha opottunidat I pupbliku para I opinion **niha** pot I man mapropopne na regulasion siha. Kopian I man mapropone na regulasion siha man guaha gi Ofisinan I Sekritarion I Dipattamenton I Hinemlo' Pupbliku gi Sentron Hinemlo' Commonwealth giya Saipan. Debi di u mana hålom I tinige' opinion siha guatto gi: Ofisinan I Sekritårion I Hinemlo' Pupbliku, gi Dipiittamenton I Hinemlo' Pupbliku, gi P.O. Box 500409 CK, giya Saipan, MP 96950. Debi di u maresibe' ni Dipiittamenton I Hinemlo' Pupbliku gi hålom trenta (30) diia siha anai mafecha este na notisia para u mapupblika gi Rehistradoran I Commonwealth.

Malaknos as:

Fecha: 6 - 09 - 06

Sekritarion I Hinemlo' Pupoliku

Dipåttamenton I Hinemlo' Pupbliku

Sigun I lai 1 CMC Seksiona 2153 (e) yan 1 CMC Seksiona 9104 (a)(3) I man mapropone na regulasion siha ni man che'che'ton esta man ma'ina yan ma'aprueba pot para u fotma yan ligåt sufisiente ni I Abugådu Heneråt I CNMI.

Mafecha este gi mina	na ha'ane gi Junio, dos mit sais (2006) na sakka	ın.
	. 110 110 (2000) 110 2011	

MATTHEW T. GREGORY Abugådu Heneråt

Fecha: _6/12/06___

Bernadita B. Dela Cruz

Rehistradoran I Commonwealth

Fecha: Lelislue

COMMONWEALTH REGISTER

Esther's. Fleming

Espisiat Na Ayudante Para I Atministrasion

COMMONWEALTH TEEL FALÚW KKA FALÚWASCH MARIANAS DEPATTAMENTOOL LIMIFISCH BWULASIYOOL SEKKRETÓRIYO

ARONGORONGOL TOULAP

ARONG REEL POMWOL ALLÉGH KKA E LEMELI MWÓGHUTUL MANUFACTURING, PACKING, ATOTOOLONGOL, ISISIWOWUL, ISISIL LLOL DIPOSITO ME NGÁRE AISISIL MWUNGO KKA MMWALEER ARAMAS

Sekkretóriyool Public Health (DPH), Commonwealth Téél Falúw kka Falúwasch Marianas (CNMI), ekke arongaar toulap bwe DPH ekke pomwoli bwe ebwe fillóóy allégh kka e lemeli mwóghutughutul maufacturing, packing, atotoolongol, Isisiwowul, isisil llól diposito me ngáre aisisil mwungo kka mwaleer aramas. Allégh kkaal nge raa pomwoli sángi bwááng ye e tooto mereel Commonwealth Environmental Health me Alléghúl Limifisch 1161 2000, P.L. 12-48 me Schéschéél mwungo, Safey me Alléghúl Cosmetic Device Act 1161 1998, P.L. 11-40.

Allégh kkaal nge ebwe ayoora alléghúl me mwóghutul ye ebwe alúghúlúghúw weleór (Evironmental Health) me Limifischil (Sanitation) 1161 mwóghutul manufacturing, packing, atotoolongol, Isisiwowul, isisil 1161 diposito me ngiue aisisil mwungo kka mmwaleer mellól CNMI.

Sángi allégh ye 1 CMC Tálil 9104(a), eyoor bwángiir toulap bwe rebwe aghiyeghi pomwol allégh kkaal. Kopial pomwol allégh kkaal nge eyoor mel lól Bwulasiyool Public Health 1161 Commonwealth Health Center mew661 Seipél. Ischil aghiyegh yeel nge ebwe atotoolong reel: Sekkretóriyool Public Health, Depattamentool Public Health, P.O. Box 500409 CK, Seipél, MP 96950. Mángemáng kkaal nge DPH ebwe bwughil ótol eliigh (30) ráálil mwiril schagh yaal ammataf yeel akkatééló 1161 Commonwealth Register.

Akkté sángi:

Samwoolul Public Health

Depattamentool Public Health

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CHAPTER IV

RULES AND REGULATION

GOVERNINGM E

MANUFACTURING. PACKING, IMPORTATION, DISTRIBUTION, WAREHOUSING OR THE HOLDING OF FOOD FOR HUMAN CONSUMPTION

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I. AUTHORITY

Pursuant to the authorities of Public Law 11-40 (Pure Food, Drug and Cosmetic Device Act of 1998) and Public Law 12-48 (Commonwealth Environmental Health. and Sanitation Act) the Secretary of the Department of Public Health is authorized to establish regulations governing food manufacturing, processing, packaging, importation, distribution, and warehouse facilities, and all aspects of food or drink vending services in the Commonwealth of the Northern Mariana Islands. 3 CMC §§ 2123 (2) & (3) and 3 CMC § 2786.

II. PURPOSE

These regulations shall be known as the "Public Health Food Regulations" and may be listed as such and will be hereinafter referred to as "these regulations". The purpose of these regulations is to establish minimum requirements, policies and procedures pertaining to the manufacturing, packing, importation, distribution, warehousing or holding of food for human consumption and to assure compliance in order to minimize or eliminate the possible transmission or introduction of diseases that may be injurious to human beings.

III. BINDING

These regulations shall be binding upon all persons in the Commonwealth of the Northern Mariana Islands.

IV. DEFINITIONS

For definitions not found in this Chapter, refer to the GENERAL PROVISION. For the purpose of these regulations, the following definitions apply:

- 4.1. FOOD. Shall mean consumable products that contain **vitamins**, proteins, or nutrients for the human body including water or beverages, beef, **poultry**, pork, fish, crustacean, pastries, confectioneries, vegetables and fruits, or any other consumable **product** or ingredient used or intended for use or for sale in whole or in part for human consumption.
 - **4.2.** ACID FOODS OR ACIDIFIED FOODS. Shall mean foods that have an equilibrium pH of **4.6** or below.
- **4.3.** BATTER. Shall mean a semi-fluid substance, usually composed of flour and other ingredients, into which principal components of food are dipped or with which they are coated, or which may be used directly to form bakery foods.
- **4.4.** BLANCHING. Shall mean, except for tree nuts and peanuts, a prepackaging heat treatment of foodstuffs for a sufficient time and at a sufficient temperature to partially or completely **inactivate** the naturally **occurring** enzymes and to effect other physical or biochemical changes in the food.
 - 4.5. CRITICAL CONTROL POINT. Shall mean a point in a food process where there is a high probability

that improper control may cause, allow, or contribute to a hazard or to filth in the final food or decomposition of a final food.

- **4.6.** LOT. Shall mean the food produced during a period of time indicated by a specific code.
- **4.7.** MICROORGANISMS. Shall mean yeast, molds, bacteria, and viruses and includes, but is not limited to, species having public health significance. The **term** "undesirable **microorganisms"** includes those microorganisms that are of public health significance, that **subject** food to decomposition, that indicate **that food** is contaminated with filth, or that **otherwise** may cause food to be adulterated.
- **4.8.** INSANITARY CONDITIONS. Shall mean any **condition** or circumstances that might contaminate with dirt or filth, or render injurious to health, any food.
- **4.9.** LABEL. Shall mean any **legend**, word or mark attached to, included in, belonging to, in close proximity to, or accompanying any food product
- **4.10.** PACKAGED FORM FOOD. Shall mean foods that are packaged or enclosed in a **container** or wrapped in any manner in advance of wholesale or retail sale, or whose weight or measure has been determined in advance of wholesale or retail sale, or an individual item or lot of any commodity on which there is marked a selling price based on an established price per unit of weight or of measure but shall not include foods such as vegetables, fruits, meats and other types of food that are clearly visible through its container or wrapping.
- **4.11.** PLANT. Shall mean an establishment where food is manufactured, stored, warehoused, processed, prepared, preserved, packaged, imported, sold, distributed, α stored for public consumption
- **4.12.** PRINCIPAL DISPLAY PANEL. Shall mean the part of a label that is most likely to be displayed, presented, shown, or examined under customary conditions of display for retail sale.

V GENERAL SANITARY REQUIREMENTS

5.1. TOILET FACILITIES

Every establishments shall be equipped with toilet and wash basin, supplied with soap, toilet paper, paper towels, and kept clean at all times. These toilet **facilities** shall not be used for placing, storing or keeping materials, merchandise or equipment of any kind.

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5.2. HAND WASHING FACILITIES

A thorough washing of the hands is required (and sanitizing if necessary to protect against contamination with undesirable microorganisms), in an adequate hand washing facility, before starting work, after each absence from the work station, and at any other time when the hands may have become soiled or contaminated.

5.3. SANITARY PRACTICE

All persons working in direct contact with food, food contact surfaces, and food packaging materials shall conform to good hygienic practices while on duty at all times. All food handlers shall exercise good sanitary practices necessary to protect against contamination of food. All food handlers shall wear, in an **effective** manner, hair nets, headbands, caps, beard covers, or other effective hair restraints at all times when handling food.

5.4. FOOD HANDLING TRAINING

Food handlers and supervisors should receive appropriate training in proper food handling techniques and food protection principles and should be informed of the danger of poor personal hygiene and unsanitary practices.

5.5. LIGHTING

All food facilities **shall** be provided with adequate lighting in hand washing areas, dressing and locker rooms, toilet **rooms** and in all areas where food is examined, processed, or stored and where equipment or utensils are cleaned; and provide safety type light bulbs, fixtures, skylights, or other glass suspended over exposed food.

5.6. DRAINAGE

All food facilities shall have adequate draining areas to prevent contamination of food by seepage, foot-borne filth, or providing a breeding place for pests.

VI. FOODS

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6.1, FOOD SUPPLIES

6.2. GENERAL.

Food shall be in sound condition, free of spoilage, filth, or other **contamination** and shall be safe for human consumption. Food shall be obtained from sources that comply with all laws relating to food and food labeling. The use of food in hermetically sealed containers that was not prepared in a food processing establishment is prohibited. Where the Secretary has prescribed a standard for a food, no person shall label, package, sell or advertise any article in such a manner that is likely to be mistaken for the prescribed food unless that article complies with the standard so identified.

6.3. SPECIAL REQUIREMENTS

- (a) Fluid milk and fluid milk products used or served shall be pasteurized and shall meet the quality standards as established by law. Dry milk and dry milk products shall be made from pasteurized milk and milk products.
- (b) Fresh and frozen shucked, shellfish (oysters, clams, or mussels) shall be packed in non-returnable packages identified with the name and address of the original shell stock processor, shucker-packer, or repacker, and the interstate certification number issued according to law. Shell and shucked shellfish shall be kept in the container in which they were received until they are used. Each container of **unshucked** shell stock (oyster, clams, or mussels) shall be identified by an attached tag that states the name and address of the original shell stock, and an interstate certification number issued by the **country**, state or foreign shellfish control agency.
- (c) Only clean whole eggs, with shell intact and without cracks or checks, or pasteurized liquid, frozen, or dry eggs or pasteurized dry egg products shall be used, except that hard-boiled, peeled eggs, commercially prepared and packaged, may be used.
 - (d) Ice used as cooling medium for food storage shall not be used or sold for human consumption.
 - (e) Packaged foods must maintain its packaged integrity and food wholesomeness at all times.
- (f) Food **service** establishments must vigorously and regularly inspect for outdated food items and must be in compliance with Public Law 10-56

REASON: To control foodborne illness and prevent food spoilage, which may result from improperly processed, handled, or transported food, food service establishments must be concerned with the sources of the food they use. The sound condition, proper labeling, and safety of food are basic requirements for the protection of the public health. Accordingly, the provisions of this section are intended to ensure that food in general, especially potentially hazardous food, is obtained from sources considered satisfactory by the Secretary or his/her duly authorized representative.

The use of non-hermetically sealed, non-commercially packaged food is prohibited because of the history of such food in causing foodborne illness. Additional specific requirements for food supplies, such as the pasteurization of milk and milk products or the use of only clean, whole-shell eggs, are included because these products are exceptionally good media for the growth of pathogens. Labeling requirements, particularly for shellfish, provide assurance that the source of any such food is under the control of a regulatory authority, thus providing for the protection of the **public** health.

6.4. FOOD PROTECTION

6.5. GENERAL

At all times, including while being stored, prepared, displayed, served, or transported, food shall be protected from potential contamination, including dust, insects, rodents, unclean equipment and utensils, unnecessary handling, coughs and sneezes, flooding, drainage, and overhead leakage or overhead drippage from condensation. The temperature of potentially hazardous food shall be 40 ° F or below or 140 ° F or above at all times, except as otherwise provided in these regulations.

Proper food protection measures should include:

- (a) Application of good sanitation practices in the handling of food;
- (b) Strict observation of personal hygiene by all food service employees;
- (c) Keeping potentially hazardous food refrigerated or heated to temperatures that minimize the growth of pathogenic microorganisin;
- Inspecting food products as to their sanitary conditions prior to acceptance at the èstablishment; and

(e) Provisions of adequate equipment and facilities for the conduct of sanitary operations.

6.6. EMERGENCY OCCURRENCES

In the event of fire, **flood**, power outage, or similar event that might result in the contamination of food, or that might prevent potentially hazardous food from being held at required temperatures, the person in charge shall immediately **contact** the Bureau. Upon receiving notice of this occurrence, the Bureau shall take whatever action **that** it deems necessary to protect the public health.

REASON: Food, if mishandled, can become contaminated with filth, pathogenic micro-organisms, and toxic chemicals from a number of sources. Therefore, food protection measures are designed to protect food from being contaminated at all times within the establishment and during transportation. These measures are also intended to prevent the rapid and progressive growth of **disease-causing** organisms that are naturally present in foods as well as those introduced through incidental contamination in the operation of a food service establishment.

6.7. FWDSTORAGE

6.8. GENERAL.

- (a) Food, whether raw or prepared, **if** removed from the container or package in which it was obtained, shall be stored in a clean covered container except during necessary periods of preparation or service. Containers and covers shall be impervious and nonabsorbent, except that linens or napkins may be used for lining or covering bread or roll containers. Solid cuts of meat shall be protected by being **covered** in storage, except that quarters or sides of meat may be hung uncovered on dean sanitized hooks if no cooked or raw food product is stored beneath the meat, and shall be stored in the proper temperature.
- (b) Containers of food shall be stored a minimum of six (6) inches above floor in a manner that protects the food from splash and other contamination, and that permits easy cleaning of the storage area, except that:
- (1) Food packaged in glass or other non-metallic waterproof containers need not be elevated when the food container is not exposed to floor moisture; and
 - (2) Containers may be stored on dollies, racks, or pallets, provided such equipment is easily movable.

(3) Food must be stored in a manner that permits the cleaning of the general area and in a location that do not result in the risk of contamination .
(c) Food and containers of food shall not be stored under exposed or unprotected sewer lines or water lines, except for automatic fire protection sprinkler heads that may be required by law. The storage of food in toilet rooms or vestibules is prohibited.
(d) Food not subject to further washing or cooking before serving shall be stored in a way that protects it against cross-contamination from food requiring washing or cooking.
(e) Packaged food shall not be stored in contact with water or undrained ice. Wrapped sandwiches shall not be stored in direct contact with ice.
(9 Unless its identity is unmistakable, bulk food such as cooking oil, syrup, salt, sugar or flour not stored in the product container or package in which it was obtained, shall be stored in a container identifying the food by common name.
(g) Food must be in covered containers in order to provide physical protection of the food, In addition, these containers and covers must be made of impervious and non-absorbent material to eliminate the possibility of the containers being a vector for contamination. Containers not design and approved for the proper storage of food are prohibited.
(h) Whenever food has been re-packaged and no longer in it's original labeled container, it shall be labeled to indicate the date and time it was re-packaged, and the type of food re-packaged. This labeling shall be conspicuous so as not to allow the longer-than-necessary storage of food and to prevent spoilage.
6.9. REFRIGERATED STORAGE
(a) Enough conveniently located refrigeration facilities or effectively insulated facilities shall be provided to assure the maintenance of potentially hazardous food at required temperatures during storage. Each mechanically refrigerated facility storing potentially hazardous food shall be provided with numerically scaled indicating thermometer, accurate to $\pm 2^{\circ}$ F, located to measure the air temperature in the warmest part of the facility and located to be easily readable. Recording thermometers, accurate to $\pm 2^{\circ}$ F, may be used in lieu of

indicating thermometers.

(b) Potentially hazardous food requiring refrigeration after preparation shall be rapidly cooled to an internal temperature of 40 ° F or below. Potentially hazardous foods of large quantities shall be rapidly cooled, utilizing such methods as shallow pans, agitation, quick chilling or water circulation external to the food container so that the cooling period shall not exceed 4 hours. Potentially hazardous food to be transported shall be prechilled and held at a temperature of 40 ° F or below unless maintained in accordance with SECTION 6.10. of these regulations.

- (c) Frozen food shall be kept and should be stored at a temperature of 0°F or below.
- (d) Ice intended for human consumption shall not be used as a medium for cooling stored food, food containers or food utensils, except that such ice may be used for cooling tubes conveying beverages or beverage ingredients to a dispenser head. Ice used for cooling stored food and food containers shall not be used for human consumption.

6.10. HOT STORAGE.

- (a) Enough conveniently located hot food storage facilities shall be provided to assure the maintenance of food at the required temperature during storage. Each hot food facility storing potentially hazardous food shall be provided with a numerically scaled indicating thermometer, accurate to +2 ° F, located to measure the air temperature in the coolest part of the facility and **located** to be easily readable. Recording thermometers, accurate to \pm 2 $^{\circ}$ F, may be used in lieu of indicating thermometers. Where it is impractical to install thermometers on equipment such as **bainmaries**, steam tables, steam **kettles**, heat lamps, **cal-rod** units, or insulated food transport carriers, a product thermometer must be available and used to check internal food temperature at regular intervals.
- (b) The internal temperature of potentially hazardous foods requiring hot storage shall be 140 ° F or above except during necessary periods of preparation. Potentially hazardous food to be transported shall be held at a temperature of 140° F or above unless maintained in accordance with SECTION 6.9. (b) in this chapter of these regulations.

REASON: Proper storage of food assures that there will be minimal contamination of the food from any source, and that the natural growth of micro-organisms in the food will not result in **foodborne** illness. Therefore, measures to prevent the contamination of food must consider the environmental conditions in which food is stored and the potential for contamination under these conditions. Proper storage temperature, and the availability of facilities to maintain temperatures are the best available means to control the growth of pathogens. The means for continuously monitoring air (ambient) temperatures is provided by thermometers in or on the storage equipment

6.11. FOOD PREPARATION

6.12. GENERAL

Food shall be prepared with the least possible manual contact, with suitable utensils, and on surfaces that prior to use have been cleaned, rinsed and sanitized to prevent cross-contamination. Since any temperature between 40 ° F and 140 ° F presents a hazard to public health in terms of microbial growth, food must remain in this critical temperature zone as little as possible. The parameters defining the cooling period for foods before, during and following preparation set forth procedures and conditions that minimize the risk to the public health.

The preparation process should include strict observations on personal hygiene; the continuous application of sanitary food handling procedures' the cooking and heating procedures that ensures the destruction of pathogens; the thorough washing of **food**, utensils and all others contacts of food; and the minimal handling of food before, during and following preparation.

6.13. RAW FRUITS AND RAW VEGETABLES

Raw fruits and raw vegetables shall be thoroughly washed with potable water before being cooked or served.

6.14. NON-DAIRY PRODUCTS

Nondairy creaming, whitening, or whipping agents may be reconstituted on the premises only when they will be stored in sanitized, covered containers not exceeding one gallon in capacity and cooled to 40 ° F or below within 4 hours after preparation.

6.15. PRODUCT THERMOMETERS

Metal stem-type numerically scaled indicating thermometers, accurate to ± 2 ° F, shall be used for all compliance measures required by these regulations to assure the attainment and maintenance of proper internal cooking, holding, or refrigeration temperatures of all potentially hazardous foods.

VII. MINIMUM LABEL REQUIREMENTS

7.1. Principal display panel of package form food.

The principal display panel shall be large enough to accommodate all the mandatory label information required

to be placed thereon, by these regulation, with clarity and conspicuousness and without obscuring design, vignettes, or crowding. Where packages bear alternate principal display panels, information required to be placed on the principal display panel shall be duplicated on each principal display panel. For the purpose of obtaining uniform type **size** in declaring the quantity of contents for all packages of substantially the same size, the term "area of the principal display panel" means the area of the side or **surface** that bears the principal display panel, which area shall be:

- (1) In the case of a rectangular package where one entire side **properly** can be considered to be the principal display panel side, the product of the height times the width of that side;
- (2) In the case of a cylindrical or nearly cylindrical container, 40 percent of the product of the height of the container times the circumference;
- (3) In the case of any otherwise shaped container, 40 percent of the total surface of the container provided, however, that where such container **presents** an obvious "principal display panel" such as the top of a triangular or circular package of cheese, the area shall **consist** of the entire top surface. In determining the area of the principal display panel, cans, and shoulders and necks of battles or jars or in the case of cylindrical or nearly cylindrical containers, information required by this part to appear on the principal display panel shall appear within that 40 percent of the **circumference** which is most likely to be displayed, presented, shown, or examined under customary conditions of display for retail sale.
- **7.2.** information panel of package form food.
- (1) The term "information panel" as it applies to packaged food means that part of the label immediately contiguous and to the right of the principal display panel as observed by an individual facing the principal display panel with the following exceptions:
- (2) If the part of the label immediately contiguous and to the right of the principal display panel is too small to accommodate the necessary information or is **otherwise** unusable label space, **e.g.**, folded flaps or can ends, the panel immediately contiguous and to the right of this part of the label may be used.
- (3) If the package has one or more alternate principal display panels, the information panel is immediately contiguous and to the right of any principal display panel.
- (4) If the top of the container is the **principal** display panel and the package has no alternate principal display panel, the information panel is any panel adjacent to the principal display panel.
- 7.3. REQUIRED INFORMATION

The information on package form food shall be required to appear on the label of any package of food, and shall appear either on the principal display panel or on the information panel, unless otherwise specified by regulations. The label of a food shall bear representation of all required information in the English, Chamorro, or Carolinian languages. If a food label is represented in a foreign language, the label must bear all of the required statements in the foreign language, as well as in English. The following is the required information that shall appear on a label of any package form food:

- (1) The name, street address, city, State, and zip code of the manufacturer, packer, or distributor. The street address may be omitted by a firm listed in current city or telephone directory. A firm that is outside of the Commonwealth may omit the zip code. If the food is not manufactured by the person or company whose name appears on the label the name must be qualified by "Manufactured for," "Distributed by," or similar expression.
- (2) An accurate statement of the net amount of food in the package. The required units of measure are the pounds, and U.S. gallon but the metric system measurements may also be used, if desired, in addition to the required declaration in "English, Chamorro, or Carolinian language."
- (3) The **common** or usual name of a food must appear on the principal display panel, in bold type and in lines generally parallel to the base, as it is displayed. The form of the product must also be included, such as; "sliced," "whole," or chopped," or other style.
- (4) The ingredients in a food must be listed by their common names in order of their predominance by weight unless the food is a standardized, in which case the label must include only those ingredients which the standard makes optional. The word "ingredient" does not refer to the chemical composition, but means the individual food components of a mixed food. Food additives and colors are required to be listed as ingredients.
- (5) All information appearing on the principal display panel or the information panel pursuant to this section shall appear prominently and conspicuously, but in no case may the letters and/or numbers be less than one sixteenth inch (1/16") in height unless an exemption pursuant to SECTION 7.4. in this chapter is established.

7.4. EXEMPTIONS FROM TYPE **SIZE** REQUIREMENTS

Packaged food that are, in their design, too small in size to accommodate the type size requirements of SECTION 7.3. are hereby exempt, provided that

(1 The package is designed such that it has a surface area that can bear an information panel and/or an alternate principal display panel.

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(2) The area of surface available for labeling on the principal display panel of the package is less than 10 square inches.
(3) The information herein required appears on the principal display panel or information panel label is not less than three sixty fourths (3164) inch in height
(4) The package is designed such that it has a single "obvious principal display panel" has no other available surface area for an information panel or alternate principal display panel.
(5) The area of surface available for labeling on the principal display panel of the package is less than 12 square inches and bears all labeling appearing on the package.
(6) The information required herein appears on the single, obvious principal display panel and is not less than one thirty second inch (1/32") in height.
(7) Individual serving size packages of food served with meals in restaurants, institutions, and on board passenger carriers , and not intended for sale at retail, are exempt from type size requirements of this paragraph, provided:
(a) The package has a total area of 3 square inches or less available to bear labeling.
(b) There is insufficient area on the package available to print all required information in a type size of 1/16 inch in height
(c) The label information includes a full list of ingredients in accordance with regulations, and
(8) Soft drinks packaged in bottles manufactured before October 31, 1975 shall be exempt from these requirements provided that the information is blown, lithographed, or formed onto the surface of the bottle.
(9) Soft drinks packaged in bottles shall be exempt from the size and placement requirements if all of the following conditions are met

(a) If the soft drink is packaged in a bottle bearing a paper, plastic foam jacket, or foil label, or is packaged in a non-reusable **bottle** bearing a label lithographed onto the surface of the bottle or is packaged in metal cans, the product shall not be exempt from any requirement of this section other than the label shall bear

all required information in the specified minimum type size, except the label will not be required to bear the information required if this information appears on the bottle closure or on the lid of the can in a type size not less than one sixteenth inch (1/16") in height, or if embossed on the lid of the can in a type size not less than one eighth (1/8) inch in height.

(b) If the soft drink is packaged in a **bottle** which does not bear a paper, plastic foam jacket or foil label, or is packaged in a reusable bottle bearing a label lithographed onto the surface of the bottle:

All other information pursuant to this section shall appear on the top of the bottle closure prominently and conspicuously in letters and/or numbers no less than one thirty second (1/32") inch in height

(10) All packaged food that, in the opinion of the Secretary or his/her duly authorized representative, bears sufficient information in sizes, net amount, form and the language bearing such information.

VIII. IMPORTATION

The importation of any food which does not comply with these regulations is hereby prohibited.

IX. PROCESSING, WAREHOUSING AND HOLDING OF FOOD

9.1. Personnel.

The plant management and employee shall take all reasonable measures and precautions to ensure the following:

9.2. INFECTIOUS OR COMMUNICABLE DISEASES

Any person who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of food, food contact surfaces, or food packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.

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All persons working in direct contact with food, food contact surfaces, and food packaging materials shall conform to hygienic practices while on duty to the extent necessary to protect against contamination of food. The methods for maintaining cleanliness include, but are not limited to:

- Wearing outer garments suitable to the operation in a manner that protects against the contamination of food, food-contact surfaces, or food-packaging materials.
 - (2) Maintaining adequate personal cleanliness.
- Washing hands thoroughly (and sanitizing if necessary to protect against contamination with undesirable microorganisms) in an adequate hand washing facility before starting work, after each absence from the work station, and at any other time when the hands may have become soiled or contaminated.
- (4) Removing all unsecured jewelry and other objects that might fall into food, equipment, or containers, and removing hand jewelry that cannot be adequately sanitized during periods in which food is manipulated by hand. If such hand jewelry cannot be removed, it may be covered by material which can be maintained in an intact, clean, and sanitary condition and which effectively protects against the contamination by these objects of the food, **food-contact** surfaces, or food-packaging materials.
- (5) Maintaining gloves, if they are used in food handling, in an intact, clean, and sanitary condition. The gloves should be of an impermeable material.
- (6) Wearing, where appropriate, in an effective manner, hair nets, headbands, caps, beard covers, or other effective hair restraints.
- (7) Stored clothing is exposed to areas where food, food-contact surfaces, or food-packaging materials are handled or where equipment or utensils are washed.
- (8) Confining the following to areas other than where food may be exposed or where equipment or utensils are washed: eating food, chewing gum, drinking beverages, or using tobacco.
- (9) Taking any other necessary precautions to protect against contamination of food, food-contact surfaces, or food-packaging materials with microorganisms or foreign substances including, but not limited to,

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perspiration, hair, cosmetics, tobacco, chemicals, and medicines applied to the skin. 9.4. Education and training. Personnel responsible for identifying sanitation failures or food contamination should have a background of education or experience, or a combination thereof, to provide a level of competency necessary for production of clean and safe-food. Food handlers and supervisors should receive appropriate training in proper food handling techniques and food protection principles and should be informed of the danger of poor personal hygiene and unsanitary practices. As a condition for retention of the **food** establishment health permit, the bearer of the **permit** shall require of each person employed in any activity in which food is manufactured, processed, prepared, and sold for human consumption to have sufficient education, training and experience, or any combination thereof, so that said person can carry out the duties assigned in such a manner that he or she will ensure that the quality, safety or integrity of the food is maintained at all times, as provided by law. 9.5. Supervision. Responsibility for assuring compliance by all personnel with all requirements of this part shall be clearly assigned to competent supervisory personnel. 9.6. Plant and Grounds. (1) Grounds. The grounds about a food plant under the control of the operator shall be kept in a condition that will protect against the contamination of food. The methods for adequate maintenance of grounds include, but are not limited to: (a) Properly storing equipment, removing litter and waste, and cutting weeds or grass within the immediate vicinity of the plant buildings or structures that may constitute an attractant, breeding place, or harborage for pests.

(b) Maintaining roads, yards, and parking lots so that they do not constitute a source of contamination in areas where food is exposed.

(c) Adequately draining areas that may contribute contamination to food by seepage, foot-borne filth, or

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providing a breeding place for pests. (d) Operating systems for waste treatment and disposal in an adequate manner so that they do not constitute a source of contamination in areas where food is exposed. If the plant grounds are bordered by grounds not under the operator's control and not maintained in the manner described in paragraph (a) (1)through (3) of this section, care shall be exercised in the plant by inspection, extermination, or other means to exclude pests, dirt, and filth that may be a source of food contamination. (2) Plant construction and design. Plant buildings and structures shall be su table in size, construction, and design to facilitate maintenance and sanitary operations for food-manufacturing purposes. The plant and facilities shall: (a) Provide sufficient space for such placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe food. (b) Exercise proper precautions to reduce the potential for contamination of food, food contact surfaces, or food packaging materials with microorganisms, chemicals, filth, or other extraneous material. The potential for contamination may be reduced by adequate food safety controls and operating practices or effective design, including the separation of operations in which contamination is likely to occur, by one or more of the following means: location, time, partition, air flow, enclosed systems, or other effective means. (c) Protect food in **outdoor** bulk fermentation vessels by any effective means, including: (1) Using protective coverings. Controlling areas over and around the vessels to eliminate harborage for pests. (3) Checking on a regular basis for pests and pest infestation. (4) Skimming the fermentation vessels, as necessary.

(3) Be constructed in such a manner that floors, walls, and ceilings may be adequately cleaned and kept

clean and kept in good repair, that drip or condensation from fixtures, ducts and pipes does not contaminate food, food-contact surfaces, or food-packaging materials; and that aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating food or food-contact surfaces with clothing or personal contact

- (4) Provide adequate lighting in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where food is examined, processed, or stored and where equipment or utensils are cleaned; and provide safety-type light bulbs, fixtures, skylights, or other glass suspended over exposed food in any step of preparation or otherwise protect against food contamination in case of glass breakage.
- (5) Provide adequate ventilation or control equipment to minimize odors and vapors (including steam and noxìous fumes) in areas where they may contaminate food; and locate and operate fans and other air blowing equipment in a manner that minimizes the potential for contaminating food, food packaging materials, and food contact surfaces.
 - (6) Provide, where necessary, adequate screening or other protection against pests.
- 9.7. Warehousing and distribution.

Storage and transportation of food shall be under conditions that will protect food against physical, chemical, and microbial contamination as well as against deterioration of the food and the container.

9.8. Processes and controls.

All operations in the receiving, inspecting, transporting, segregating, preparing, manufacturing, packaging, and storing of food shall be conducted in accordance with adequate sanitation principles.

Appropriate quality control operations shall be employed to ensure that food is suitable for human consumption and that food packaging materials are safe and suitable. Overall sanitation of the plant shall be under the supervision of one or more competent individuals assigned responsibility for this function. All reasonable precautions shall be taken to ensure that production procedures do not contribute contamination from any source. Chemical, microbial, or extraneous material testing procedures shall be used where necessary to identify sanitation failures or possible food contamination. All food that has become contaminated to the extent that it is adulterated shall be rejected, or if permissible, treated or processed to eliminate the contamination.

9.9. Raw materials and other ingredients.

- (I) Raw materials and other ingredients shall be inspected and segregated or otherwise handled as necessary to ascertain that they are clean and suitable for processing into food and shall be stored under conditions that will protect against contamination and minimize deterioration. Raw materials shall be washed or cleaned as necessary to remove soil or other contamination. Water used for washing, rinsing, or conveying food shall be safe and of adequate sanitary quality. Water may be reused for washing, rinsing, or conveying food if it does not increase the level of contamination of the food. Containers and carriers of raw materials should be inspected on receipt to ensure that their condition has not contributed to the contamination or deterioration of food.
- (2) Raw materials and other ingredients shall either not contain levels of microorganisms that may produce **food** poisoning or other disease in humans, or they shall be pasteurized or otherwise treated during manufacturing operations so that they no longer contain levels that would cause the product to be adulterated. Compliance with this requirement may be verified by any effective means, including purchasing raw materials and other ingredients under a supplier's guarantee or certification.
- (3) Raw materials and other ingredients susceptible to contamination with **afla-toxin** or other natural toxins shall comply with current Food and **Drug** Administration regulations, guidelines, and action levels for poisonous or deleterious substances before these materials **or** ingredients are incorporated into finished food. Compliance with this requirement may be accomplished by purchasing raw materials and other ingredients under a supplier's guarantee or certification, or may be verified by analyzing these materials and ingredients for afla-toxin and other natural toxins.
- (4) Raw materials, other ingredients, and rework susceptible to **contamination** with pests, undesirable microorganisms, or extraneous material shall comply with applicable Food and Drug Administration regulations, guidelines, and defect action levels for natural or unavoidable defects if a manufacturer wishes to use the materials in manufacturing food. Compliance with this requirement may be verified by any effective means, including purchasing the materials under a supplier's guarantee or certification, or examination of these materials for contamination.
- (5) Raw materials, other ingredients, and rework shall be held in bulk, or in containers designed and constructed so as to protect against contamination and shall be held at such temperature and relative humidity and in such a manner as to prevent the food from **becoming** adulterated. Material scheduled for rework shall be identified as such.
- (6) Frozen raw materials and other ingredients shall use, it shall be done in a manner that prevents the raw materials and other ingredients from becoming adulterated.
- (7) Liquid or dry raw materials and other ingredients received and stored in bulk form shall be held in a manner that protects against contamination.
- **9.10.** Manufacturing operations.

(1) Equipment, utensils and finished food containers shall be maintained in an acceptable condition through appropriate cleaning and sanitizing, as necessary. Insofar as necessary, equipment shall be taken apart for thorough cleaning.
(2) All food manufacturing, including packaging and storage, shall be conducted under such conditions and controls as are necessary to minimize the potential for the growth of microorganisms, or for the contamination of food. One way to comply with this requirement is careful monitoring of physical factors such as time, temperature, humidity, aw , pH, pressure, Row rate, and manufacturing operations such as freezing, dehydration, heat processing, acidification, and refrigeration to ensure that mechanical breakdowns, time delays, temperature fluctuations, and other factors do not contribute to the decomposition or contamination of food.
(3) Food that can support the rapid growth of undesirable microorganisms, particularly those of public health significance, shall be held in a manner that prevents the food from becoming adulterated. Compliance with this requirement may be accomplished by any effective means, including:
(a) Maintaining refrigerated foods at 40 ° F or below as appropriate for the particular food involved.
(b) Maintaining frozen foods in a frozen state.
(c) Maintaining hot foods at 140 ° F or above.
(d) Heat treating acid or acidified foods to destroy mesophilic microorganisms when those foods are to be held in hermetically sealed containers at ambient temperatures.
(4) Measures such as sterilizing, irradiating, pasteurizing, freezing, refrigerating, controlling pH or controlling aw that are taken to destroy or prevent the growth of undesirable microorganisms, particularly those of public health significance, shall be adequate under the conditions of manufacture, handling, and distribution to prevent food from being adulterated.
(5) Work in process shall be handled in a manner that protects against contamination.
(6) Effective measures shall be taken to protect finished food from contamination by raw materials, other ingredients, or refuse. When raw materials, other ingredients, or refuse are unprotected, they shall not be handled simultaneously in a receiving, loading, or shipping area if that handling could result in contaminated

food. Food transported by conveyor shall be protected against contamination as necessary.
(7) Equipment, containers, and utensils used to convey, hold, or store raw materials, work in process, rework, or food shall be constructed, handled, and maintained during manufacturing or storage in a manner that protects against contamination.
(8) Effective measures shall be taken to protect against the inclusion of metal or other extraneous material in food. Compliance with this requirement may be accomplished by using sieves, traps, magnets, electronic metal detectors, or other suitable effective means.
(9) Food, raw materials, and other ingredients that are adulterated shall be disposed of in a manner that protects against the contamination of other food. If the adulterated food is capable of being reconditioned, it shall be reconditioned using a method that has been proven to be effective or it shall be reexamined and found not to be adulterated before being incorporated into other food.
(10) Mechanical manufacturing steps such as washing, peeling, trimming, cutting, sorting and inspecting, mashing, de-watering, cooling, shredding, extruding, drying, whipping, de-fatting, and forming shall be performed so as to protect food against contamination. Compliance with this requirement may be accomplished by providing adequate physical protection of food from contaminants that may drip, drain, or be drawn into the food. Protection may be provided by adequate cleaning and sanitizing of all food contact surfaces, and by using time and temperature controls at and between each manufacturing step.
(11) Heat blanching, when required in the preparation of food, should be effected by heating the food to the required temperature, holding it at this temperature for the required time, and then either rapidly cooling the food or passing it to subsequent manufacturing without delay. Themophilic growth and contamination in blanching should be minimized by the use of adequate operating temperatures and by periodic cleaning. Where the blanched food is washed prior to filling, water used shall be safe and of adequate sanitary quality.
(12) Batters, breading, sauces, gravies, dressings, and other similar preparations shall be treated or maintained in such a manner that they are protected against contamination . Compliance with this requirement may be accomplished by any effective means, including one or more of the following:
(a) Using ingredients free of contamination.
(b) Employing adequate heat processes where applicable.
(c) Using adequate time and temperature controls .

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(d) Providing adequate physical protection of components from contaminants that may drip, drain, or be drawn into them.							
(e) Cooling to an adequate temperature during manufacturing.							
(9 Disposing of batters at appropriate intervals to protect against the growth of microorganisms.							
(13) Filling, assembling, packaging, and other operations shall be performed in such a way that the food is protected against contamination. Compliance with this requirement may be accomplished by any effective means, including:							
(a) Use of a quality control operation in which the critical control points are identified and controlled during manufacturing.							
(b) Adequate cleaning and sanitizing of all-food contact surfaces and food containers.							
(c) Using materials for food containers and food packaging materials that are safe and suitable as defined in these regulation.							
(d) Providing physical protection from contamination, particularly airborne contamination.							
(e) Using sanitary handling procedures.							
(14) Food such as, but not limited to, dry mixes, nuts, intermediate moisture food, and dehydrated food, that relies on the control of aws for preventing the growth of undesirable microorganisms shall be processed to and maintained at a safe moisture level. Compliance with this requirement may be accomplished by any effective means, including:							
(a) Monitoring the aw s of food.							

(b) Controlling the soluble solids water ratio in finished food.
(c) Protecting finished food from moisture pickup, by use of a moisture barrier or by other means, so that the aws of the food does not increase to an unsafe level.
(15) Food such as, but not limited to, acid and acidified food, that relies principally on the control of pH for preventing the growth of undesirable microorganisms shall be monitored and maintained at a pH of 4.6 or below. Compliance with this requirement may be accomplished by any effective means, including:
(a) Monitoring the pH of raw materials, food in process, and finished food.
(b) Controlling the amount of acid or acidified food added to low acid food.
(16) When ice is used in contact with food, it shall be made from water that is safe and of adequate sanitary quality, and shall be used only if it has been manufactured in accordance with current good manufacturing practice as outlined in this section.
(17) Food manufacturing areas and equipment used for manufacturing human food should not be used to manufacture non-human food grade animal feed or inedible products, unless there is no reasonable possibility for the contamination of the human food.
9.11. Equipment and utensils.
(1) All plant equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable , and shall be properly maintained. The design, construction, and use of equipment and utensils shall preclude the adulteration of food with lubricants, fuel, metal fragments, contaminated water, or any other contaminants . All equipment should be so installed and maintained as to facilitate the cleaning of the equipment and of all adjacent spaces. Food contact surfaces shall be corrosion resistant when in contact with food. They shall be made of nontoxic materials and designed to withstand the action of food, and, if applicable, cleaning compounds and sanitizing agents. Food contact surfaces shall be maintained to protect food from being contaminated by any source.
(2) Seams on food contact surfaces shall be smoothly bonded or maintained so as to minimize accumulation of food particles, dirt, and organic matter and thus minimize the opportunity for growth of microorganisms.

(a) Equipment that is in the manufacturing or food handling area and that does not come into contact with food shall be so constructed that it can be kept in a clean condition.
(b) Holding, conveying, and manufacturing systems, including gravimetric, pneumatic, closed, and automated systems, shall be of a design and construction that enables them to be maintained in an appropriate sanitary condition.
(c) Each freezer and cold storage compartment used to store and hold food capable of supporting growth of microorganisms shall be fitted with an indicating thermometer, temperature measuring device, or temperature recording device so installed as to show the temperature accurately within the compartment , and should be fitted with an automatic control for regulating temperature or with an automatic alarm system to indicate a significant temperature change in a manual operation.
(d) Instruments and controls used for measuring, regulating, or recording temperatures, pH, acidity, water activity, or other conditions that control or prevent the growth of undesirable microorganisms in food shall be accurate and adequately maintained, and adequate in number for their designated uses.
(e) Compressed air or other gases mechanically introduced into food or used to clean food contact surfaces or equipment shall be treated in such a way that food is not contaminated.
X. Sanitary facilities and controls.
THIS SECTION SHALL STATE ALL PROCEDURES, AS MENTIONED, THEREIN, IN CHAPTER I, SECTIONS VII.
S
XI. Equipment
11.1. Sanitary operations.
11.2. General maintenance.
Buildings, fixtures, and other physical facilities of the plant shall be maintained in a sanitary condition and shall be kept in good repair sufficient to prevent food from becoming contaminated or adulterated. Cleaning and sanitizing of utensils and equipment shall be conducted in a manner that protects against contamination of food, food contact surfaces, or food packaging materials.

11.3. Substances used in cleaning and sanitizing; storage of toxic materials.
(a) Cleaning compounds and sanitizing agents used in cleaning and sanitizing procedures shall be free from undesirable microorganisms and shall be safe and adequate under the conditions of use. Compliance with this requirement may be verified by any effective means including purchase of these substances under a supplier's guarantee or certification, or examination of these substances for contamination. Only the following toxic materials may be used or stored in a plant where food is processed or exposed:
(1) Those required to maintain clean and sanitary conditions;
(2) Those necessary for use in laboratory testing procedures;
(3) Those necessary for plant and equipment maintenance and operation; and
(4) Those necessary for use in the plant's operations.
(b) Toxic cleaning compounds, sanitizing agents, and pesticide chemicals shall be identified, held, and stored in a manner that protects against contamination of food, food contact surfaces, or food packaging materials. All relevant regulations promulgated by other Federal, State, and local government agencies for the application, use, or holding of these products should be followed.
11.4. Pest and animal control.
No pests shall be allowed in any area of a food plant. Guard or guide dogs may be allowed in some areas of a plant if the presence of the dogs is unlikely to result in contamination of food, food contact surfaces, or food packaging materials. Effective measures shall be taken to exclude pests from the processing areas and to protect against the contamination of food on the premises by pests. The use of insecticides or rodenticide is permitted only under precautions and restrictions that will protect against the contamination of food, food contact surfaces, and food packaging materials.
11.5. Sanitation of food contact surfaces.

All food contact surfaces, including utensils and food contact surfaces of equipment, shall be cleaned as

frequently as necessary to protect against contamination of food.
(1) Food contact surfaces used for manufacturing or holding low moisture food shall be in a dry, sanitary condition at the time of use. When the surfaces are wet cleaned, they shall, when necessary, be sanitized and thoroughly dried before subsequent use.
(2) In wet processing, when cleaning is necessary to protect against the introduction of microorganisms into food, all food contact surfaces shall be cleaned and sanitized before use and after any interruption during which the food contact surfaces may have become contaminated. Where equipment and utensils are used in a continuous production operation, the utensils and food contact surfaces of the equipment shall be cleaned and sanitized as necessary.
(3) Non-food contact surfaces of equipment used in the operation of food plants should be cleaned as frequently as necessary to protect against contamination of food.
(4) Single service articles (such as utensils intended for one time use, paper cups, and paper towels) should be stored in appropriate containers and shall be handled, dispensed, used, and disposed of in a manner that protects against contamination of food or food contact surfaces.
(5) Sanitizing agents shall be adequate and safe under conditions of use. Any facility, procedure, or machine is acceptable for cleaning and sanitizing equipment and utensils if it is established that the facility , procedure, or machine will routinely render equipment and utensils clean and provide adequate cleaning and sanitizing treatment.
(6) Storage and handling of cleaned portable equipment and utensils. Cleaned and sanitized portable equipment with food contact surfaces and utensils should be stored in a location and manner that protects food contact surfaces from contamination.
XII. COMPLIANCE
40.4 CANITADY (DEDINITO AND ECOD LIAND) EDG CEDTIFICATE

12.1. SANITARY PERMITS AND FOOD HANDLERS CERTIFICATE

12.2. GENERAL

No person shall operate a food service establishment who does not have a valid sanitary permit issued by the

Bureau. Only a person who complies with the requirements of these regulations shall be entitled to receive or retain such a sanitary permit. Sanitary permits are not transferable. A valid sanitary permit shall be posted in public view in every food service establishment. The valid sanitary permit shall only be used at the original location of establishment.

12.3. ISSUANCE OF SANITARY PERMIT.

- a) Any person desiring to operate a food service establishment shall make written application for a sanitary permit, on forms provided by the Bureau. Such application shall include the name and address of each applicant, the location and type of proposed food service establishment, and the signature of each applicant Any change in the aforementioned information must be reported to the Bureau in writing within ten (10) days after such change.
- (b) Prior to approval of an application for a sanitary permit, the Bureau shall inspect the proposed food service establishment to determine compliance with the requirements of these regulations.
- (c) The Bureau shall issue a sanitary permit, to the applicant when inspection reveals that the proposed food service establishment complies with the requirements of these regulations.
- (d) If the application is for a temporary food service establishment, then it shall also include the inclusive dates of proposed operations which shall not exceed six (6) months.
- 12.4. Minimum Qualifications Requirements

Upon reviewing the qualifications of the applicant who request the issuance or renewal of sanitary permits, the Bureau shall consider the following factors, among others:

- (1) Whether the applicants has been convicted under the Commonwealth and Federal laws and statutes regarding the manufacturing, processing, warehousing, or the holding of adulterated food.
- (2) The applicant's prior experience in the manufacture, processing, warehousing, or holding of food for human consumption.
- (3) Whether the applicant has submitted false or fraudulent material in any application for the manufacture, processing, warehousing, or holding of food for human consumption.

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(4) Compliance with the any licensing requirements of the CNMI.	
(5) Any other factors or criteria which the Department considers relevant and consistent with the publi health, safety and welfare.	С
12.5. DENIAL OF SANITARY PERMITS	
The Secretary or his/her duly authorized representative may deny the issuance of sanitary permits, as long a	s

12.6. SUSPENSION OF A SANITARY PERMIT

the requirements established in these regulations are not complied with.

- a The Secretary may, without prior hearing, suspend any sanitary permit, thereby closing the establishment, if the violation of law or regulations constitutes an imminent hazard to public health.
 - i. Suspension is effective immediatety upon written notice to the sanitary **permit** holder or person in charge of the establishment When a sanitary permit is suspended operations at the establishment shall immediately cease.
 - ii. Hearings requested following the immediate suspension of a sanitary permit must be scheduled as soon as possible, but not later than five business days from the date of closure.
- b. The Secretary may suspend any sanitary permit if the sanitary permit holder does not comply with the requirements of the Commonwealth Environmental Health and Sanitation Act or these regulations, or if the establishment fails to pay fees assessed against it for violations of the Commonwealth Environmental Health and Sanitation Act or these regulations. Suspension may be imposed for such time until the violation is corrected or may be imposed as a penalty for repeated violations, in which case, the suspension shall not exceed six months.
 - (i) Written notice of intent to suspend a sanitary permit shall be delivered to the sanitary permit holder. The sanitary permit holder shall have ten calendar days to request a hearing.
- (c) Whenever a sanitary permit is suspended, the holder of the permit, or the person in charge, shall be notified in writing of the sections of these regulations that were determined to be in non-compliance. Upon compliance, the person-in-charge or permit holder shall contact the Bureau for re-inspection. A sanitary permit may be re-issued if in compliance, but if rectification has not been fulfilled, extension of suspension and extension for compliance shall be issued in writing.

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12.7. REVOCATION OF SANITARY PERMIT

- (a) The Secretary may revoke a sanitary permit that has been suspended on two separate occasions and continues to violate the requirements of the Commonwealth Environmental Health and Sanitation Act or these regulations, or if the establishment has resumed operations after being closed by the Secretary.
- (b) Prior to revocation, the Secretary shall notify the sanitary permit holder, in writing, of the specific reasons for which the sanitary permit is to be revoked. The sanitary permit holder may submit a request to the Bureau for re-inspection during any compliance period. The sanitary permit holder shall have ten calendar days to request a hearing.

12.8. **REISSUANCE** AFTER REVOCATION

- (a) A sanitary permit is no longer valid and may not be reinstated when it has been revoked, except upon order of the Court. No person whose sanitary permit has been revoked shall be eligible to apply for a new sanitary permit for a period of one year.
- (b) Records and any relevant history pertaining to the initial revocation shall be considered in the review of any new sanitary permit application. Probationary status may be imposed upon the new sanitary permit holder

12.9. HEARINGS

Hearings shall be conducted in accordance with the provisions of the Administrative Procedures Act

12.11. FOOD HANDLERS CERTIFICATES

Food handlers **certificates must be** obtained by all food **service** establishment employees and/or employers. To obtain food **handler's** certificates the employees **and/or** employers of any food service establishment must have documentation of having completed all of the required health screening, physical examination, training, and all other requirements, as prescribed in Bureau of Environmental Health regulations

12.12. MANAGEMENT FOOD SANITATION TRAINING AND CERTIFICATION

- (a) Effective one (1) year **after** the effective date of these regulations each food establishment then or thereafter in operation, must be under the supervision of a resident manager who has successfully completed **and/or** passed a food handlers sanctioned workshop.
- (b) Certification shall be achieved by successfully completing an examination **and/or** workshop offered by the Bureau, or other approved entities **and/or agency(ies)** and as monitored by the Division.

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(c) The awarded certificate shall be posted in the establishment in a place designated by a representative of the Bureau. (d) The examination offered to candidates as described above under this regulation must cause the candidate to demonstrate knowledge and proficiency in food service sanitation. (e) Training programs to prepare the candidate will be **made** available through cooperation with industry, educational institutions, and the Bureau. Any certificate awarded may be revoked or suspended by the Bureau when the holder or persons under his/her supervision repeatedly fails to comply with these regulations. Prior to suspension or revocation, the holder of a food service managers certificate shall be given the opportunity for a hearing before the Secretary or his/her duly authorized representative). 12.13. INSPECTIONS The Secretary or his/her duly authorized Health Inspector, after presenting official credentials and notice of intent to inspect the establishment or premises during the hours of operation or other reasonable time, may inspect an establishment or premises for the purpose of the enforcement of these regulations. By Memorandum of Understanding, the Secretary or his/her duly authorized representative, may also, as the need arises, work in conjunction with the Department of Labor and Immigration; the Department of Public Safety; the Department of Finance, Division of Customs; and the Office of the Attorney General, to perform inspections for the purpose of the enforcement of these regulations. (1) The owner or person in charge of a place entered by an inspector for the purpose of enforcement of these regulations, and every person found therein, shall give the inspector all reasonable assistance and furnish the inspector with any information he or she may reasonably require. (i) If the Health Inspector is denied access, the Health Inspector shall inform the person in charge that (a) the holder of a sanitary permit is required to provide access to Health inspectors as specified under section 2128 of the Act; and (b) access to the establishment or premises is a condition of maintaining a sanitary **permit** to operate an establishment under section 2122 of the Act. (2) No person shall obstruct or hinder, or knowingly make any false or misleading statement either orally or in writing to, an inspector while the inspector is engaged in carrying out his or her duties or functions under these regulations.

(3) An inspector may at any reasonable time of operation enter any place where the inspector believes on reasonable grounds any article to which these regulations apply is manufactured, prepared, presewed, packaged, imported, sold, distributed, or stored, and may:

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	examine any								
	n reasonable		used or	capable	of being	used fo	or the	manufacture,	preparation,
preservatio	n, packaging o	r storing;							

- (b) enter any conveyance that the inspector believes on reasonable grounds is used to carry any article to which these regulations apply and examine any such article found therein and take samples thereof;
- (c) open and examine any receptacle or package that the inspector believes on reasonable grounds contains any article to which these regulations apply;
- (d) examine and make copies of, or extracts from, any books, documents or other records found in any place referred to in this subsection that the inspector believes on reasonable grounds contain any information relevant to the enforcement of these regulations with respect to any article to which these regulations apply; and
- (e) seize and detain for such time as may be necessary any article by means of or in relation to which the inspector believes on reasonable grounds contravenes any provision of these regulations.

12.14. INSPECTION FREQUENCY

An inspection of a food service establishment shall be performed at least once every six months, unless otherwise provided below:

- (1 At such time as an establishment receives a grade 'A" on three consecutive inspections, inspections of the establishment shall **be** reduced to one per year until such time that the establishment receives a grade "B" or lower on an inspection. After receiving a grade "B" or lower, the establishment shall be subject to inspections once every six months until such time that the establishment again qualifies for the reduced number of inspections under this section.
- (2) Additional inspections of the food service establishment shall be **performed** as **deemed** necessary for reenforcement of **non-complied** sections of these regulations or in response to conditions that may present an unacceptable health risk

12.15. ACCESS

Representatives of the Bureau, after proper presentation of credentials, shall be permitted to enter any food service establishment at any reasonable time for the purpose of making inspections to determine compliance with these regulations. The representatives shall also be permitted to examine the records of the

establishment to obtain information pertaining to food and supplies purchased, received, or used.

12.16. REPORT OF INSPECTIONS

Whenever an inspection of a food service establishment or commissary is made, the findings shall be recorded on the Bureau's Inspection Report Form. The inspection report form shall summarize the requirements of these regulations and shall set forth a demerit value for each requirement. **Inspectional** remarks shall be written to reference, by section number, the section violated and shall state the correction to be made. The rating score of the establishment shall be the total of the demerit values for all violations. A copy of the completed inspection report shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The completed report form is a public document that shall be made available for public **disclosure** to any person who requests it, in accordance with the **CNMI's** Open Government Act or to any aggrieved person (s).

12.17. GRADING OF FOOD SERVICE ESTABLISHMENT

- (a) Every food serv ce establishment shall display in a place designated by the Secretary or **his/her** duly authorized representative, a placard approved by him stating the grade received at the time of the most recent inspection of the establishment. Only the Secretary or **his/her** duly authorized representative may remove such **placard**.
 - (b) Itinerant food service establishment shall not be subject to grading.
 - (c) Grades of Establishments shall be as follows:

Grade A. An establishment having a dement score of not more than ten (10).

Grade B. An establishment having a demerit score of more than ten (10) but not more than twenty (20).

Grade C. An establishment having a demerit score of more than twenty (20) but not more than thirty (30).

Grade F. An establishment having a demerit score of more than thirty (30) shall be considered an imminent health hazard and shall not be granted a sanitary permit, or in the case of renewal shall be subject to immediate suspension and closure as specified in 3 CMC § 2135(a). Immediately following such a grading during inspection, the Health Inspector shall post a closure notice placard in an obvious location at the front

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door of the establishment to alert the public.

Notwithstanding the grade **criteria** establishment above, whenever a second consecutive violation of the same item is discovered, the permit may be suspended or in lieu thereof, the establishment shall be downgraded to the next lower grade.

(d) Immediately following such inspection to cause the closure of an establishment, the Secretary or his/her duly authorized representative shall post the appropriate notice in accordance with SECTIONS 12.8. and 12.9. of these regulations. The permit holder or operator of any establishment, the grade of which has been lowered, may, at any time, request an inspection for the purpose of regrading the establishment. Within the compliance period, following the receipt of request which shall include a signed statement that the conditions responsible for the lowering of the grade have been corrected, the Secretary or his/her duly authorized representative shall make an inspection; and thereafter, as many additional inspections as he may deem necessary to assure himself/herself that the applicant is complying with the higher grade requirements; and, if the findings indicate compliance then a higher grade shall be awarded.

12.18. POSTING

The original grade **placard** shall be posted in a place designated by the representative of the Bureau where they will be in full view of the public. Failure to post or unauthorized removal will result in appropriate demerits being given.

The **copy** of the previous inspection reports (yellow) shall be kept within the establishment premise for reference for a minimum of six (6) period after each inspection.

12.19. CORRECTION OF VIOLATIONS

- (a) A permit holder who has received a demerit score of more than ten (10) points shall correct a violation of a critical control point and implement corrective actions within a reasonable time period as specified in the inspection report, or as provided in subsections (b) and (c) below.
- (b) Considering the nature of the potential health risk involved and the complexity of the corrective action needed, a permit holder may avoid suspension of the sanitary permit under §2135(b) of this Act, if the permit holder can make corrections or repairs within the following time frames:
 - (1) Five (5) working days for deficiencies that involve general cleaning and easily resolvable critical **control** point violations:
 - (2) Fifteen (15) working days for deficiencies or violations that require more man-hours due to the scope of work, including but not limited to minor building repairs and the purchase of necessary equipment;
 - (3) Thirty (30) working days for deficiencies requiring the purchase of equipment or materials necessary

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for remodeling that may not be found on island, but must be requested from an off-island supplier or contractor.

- (c) The Secretary may agree to an extension of the compliance period if:
 - (1) the permit holder provides in writing sufficient evidence that the specified time frame with which to comply is not feasible due to insurmountable circumstances and agrees to an alternative date;
 - (2) no imminent health hazard would result from the delay; and
 - (3) the reasons are deemed justified by the Secretary. However, a second request for an extension will be cause for suspension of the sanitary permit.
- (d) The inspection reports shall state that failure to comply with any requirements for corrections of any violation(s) may result in permit suspension or revocation.
- (e) Whenever a food service establishment is required to cease operations, it shall not resume operations until it is shown on re-inspection that conditions responsible for the order to cease operations no longer exist. Opportunity for re-inspection shall be offered within a reasonable time.
- 12.20. EXAMINATION AND CONDEMNATION OF FOOD

12.21. GENERAL

Food may be examined or sampled by the Secretary or his/her authorized representative as often as necessary for enforcement of these regulations. The Secretary or his/her authorized representative may, upon written notice to the owner or person in charge, specifying with particularity the reasons therefore, place a hold order on any food which he or she believes is in violations of these regulations. The Secretary or his/her authorized representative shall tag, label, or otherwise identify any food subject for destruction, disposal or condemnation. All unwholesome food or drinks shall be immediately condemned and be disposed of in a sanitary manner that will be determined by the Secretary or hislher duly authorized representative.

The following guidelines shall be used in all condemnation of unwholesome foods or drinks.

- (1) Permit holder, upon request, shall be given a written notice of condemnation from the Secretary or his/her duly authorized representative of the Bureau stating that such food or drinks were found unwholesome for human consumption, and that therefore, all condemned food or drinks shall be properly disposed of in a sanitary manner: and
- (2) person in charge and the duly authorized representative of the Secretary or his/her duly authorized representative shall be present to witness the disposal and/or destruction of all condemned unwholesome food and drinks: and

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(3) a copy of all condemnation records shall be filed with the Bureau and a copy shall be forwarded to the permit holder for their documentation of such condemnation. 12.24. PRE-OPERATIONALINSPECTION The Secretary or his/her duly authorized representative shall inspect all establishments prior to the start of the operation to determine compliance with the requirements of these regulations and to determine whether a business license and certificate of occupancy have been issued for the establishment 12.25. PROCEDURE WHEN INFECTION IS SUSPECTED 12.26. **GENERAL** When the Secretary or his/her duly authorized representative has reasonable cause to suspect possible disease transmission by an employee α employer of a food service establishment, he or she may secure a morbidity history of the suspected employee or employer, make any other investigation as necessary and shall take all appropriate action. The Secretary or his/her duly authorized representative may require any or all of the following measures: (a) The immediate exclusion of the employee or employer from employment in food service establishment; (b) The immediate closing of the food service establishment concerned until, in the opinion of the Secretary or his/her duly authorized representative, no further danger of disease outbreak exists; (c) Restriction of the employee's or employer services to some area of the establishment where there would be no danger of transmitting disease; (d) Adequate medical and laboratory examination of the employee or employer of other employees and of their body discharges.

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12.27. REMEDIES

12.28. PENALTIES

Those permit **holders** found violating the requirements of the Commonwealth Environmental Health and Sanitation Act or these regulations, upon issuance of notice to the sanitary permit holder or the person in charge of the establishment, shall be fined and penalized as follows:

- 1. First Offense: The permit holder shall receive a warning.
- 2 Second Offense: The permit holder shall receive a fine of up to \$500.00.
- 3. <u>Subsequent Offenses:</u> The permit holder shall be subject to a fine of \$1,000.00 for each subsequent offense.

A permit holder who has received notice of imposition of a fine shall have ten calendar days from the date of service of the notice to request a hearing.

PUBLIC NOTICE OF PROPOSED POLICIES/REGULATIONS OF INTENT TO ADOPT POSTSECONDARY EDUCATION LICENSING POLICY

INTENDED ACTION TO ADOPT: The Board of Regents intends to adopt as permanent policies/regulations the Emergency Policies/Regulations, published in the <u>Commonwealth Register</u>, Volume 28, Number 05, Pages 025642-025685, May 19, 2006, pursuant to the procedures of the Administrative Procedure Act, 1 CMC § 9104(a). The Board of Regents intends to adopt them as permanent, and hereby gives 30 days' notice of its intent. (Id.) The Policies/Regulations will become effective 10 days after adoption. 1 CMC § 9105(b).

CONSTITUTIONAL AND STATUTORY AUTHORITY: The Board of Regents is mandated to "formulate policy relating to the higher education needs of the Commonwealth of the Northern Mariana Islands." Northern Mariana Islands Constitution, Article XV, Section 2(a).

One of the statutory duties of the Board of Regents is "[t]o serve as the official coordination agency of the Commonwealth for all postsecondary education within the Commonwealth, with the power to license, limit and otherwise regulate, consistent with the purposes of this chapter, any postsecondary educational activities offered by any public or private entity." 3 CMC § 1316(k).

TERMS AND SUBSTANCE:

The proposed policies/regulations will require those entities proposing to offer postsecondary education in the Commonwealth to submit certain information and documents to ensure that all applicable Commonwealth laws are complied with, compliance with minimum requirements for a postsecondary institution, and adequate protection to the students who will be matriculating in the institution. These policies/regulations will adequately prepare the Board of Regents to conduct a complete and thorough review of all applications.

COMMENTS: Interested parties may submit written comments on these proposed policies/regulations to Kimberlyn King-Hinds, Chair, Board of Regents, P. O. Box 501250, Saipan MP 96950, or by fax to (670) 234-1270. Comments must be received by the Board of Regents within 30 days of the date this protice is published in the Commonwealth Register.

Received by:

Received by:

Received by:

ESTHER S. FLEMING
Special Assistant for Administration

Filed and Recorded by:

BERNADITA B. DELLA CRUZ
Commonwealth Register

Pursuant to 1 CMC §2153(e), the proposed policies/regulations attached hereto have been reviewed and approved as to form and legal sufficiency by the CNMI Attorney General's Office.

Dated this day of June 2006.

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NOTISIAN PUPBLIKU POT I MAN MAPROPONE NA AREKLAMENTO / REGULASION SIHA POT INTENSION PARA U MA'ADOPTA AREKLAMENTON MALISESENSIAN EDUKASION POSTSECONDARY

MA'INTENSIONA NA AKSION PARA U MA'ADOPTA: I Kuetpon I Regents a intensiona para u adopta I Ensigidas na Areklamento/Regulasion siha petmanente na arelamento/regulasion, ni mapupblika gi Rehistran I Commonwealth, Baluma 28, Numiru 05, Påhina 025642-025685, gi Måyu dies-I-nuebe, dos mit sais (May 19,2006) na såkkan, sigun I areklamenton I Akton I Administrative Procedure, lai 1 CMC Seksiona 9104 (a). I Kuetpon I Regents a intensiona para u adopta petmanente, ya man nånå'i' trenta (30) diha siha pot I intension-ña. (id) I Areklamento/Regulasion siha debi di u efektibu dies diha siha despues di I inadoptasion. 1 CMC Seksiona 9105 (b).

ATURIDÅT I KONSTITUSION YAN I LAI: I Kuetpon I <u>Regents</u> man **ma'aturisa** para **u** "ma'establesi areklamento ni **tineteka I nisisidåt I la'takhilo'** na edukasion I Commonwealth I **Sankattan** Siha Na Islas Marianas." **Konstitusion** Commonwealth I **Sankattan** Siha Na Islas Marianas, Atikulu XV, Seksiona **2(a)**.

Uno gi **che'cho'** I lai gi Kuetpon I <u>Renents para</u> "u setbi **kumo ofisiåt** na ahensian I Commonwealth para todu I edukasion <u>postsecondary</u> gi **hålom** I Commonwealth, ni **aturidåt** para **u** fan **malisensia**, **mamidi** pat sino **magubietna**, **konsiste** ni **rason** este na **kapitulu**, maseha **håfa** na **aktibidåt** edukasion <u>postsecondary</u> ni **ma'ofresi** ni **pupbliku** pat pribet na ahensia." Lai 3 CMC Seksiona 1316 (k).

SINAGUAN YAN MENSÅHE: I man mapropone na areklamentolregulasion siha siempre ma'otden **eyu** siha na ahensia **ni ma'ofreresi** edukasion **postsecondary** gi **hålom** I Commonwealth para u ma'entrega **infotmasion** yan dokumento para **u ma'asigura** na todu I lai giya Commonwealth man ma'aplika, I **kinumplin** I **menos** na **nisisidåt** siha para I institusion **postsecondary**, yan **måolek** na pruteksion para I **estudiånte** ni **ma'enlista** siha gi institusion. Este siha na areklamentolregulasion siha siempre **mapripåra sufisiente** I Kuetpon I **Regents** para **u makondukta** yan **u** maribisan **måolek** todu I **aplikasion** siha.

OPINION SIHA: I man **enteresão** na petsona **siña** munahalom **tinige'** opinion siha pot este man mapropone na areklamentolregulasion siha **gi** as **Kimberlyn** King-Hinds, Kabiseya, **gi** Kuetpon I <u>Regents</u>, gi P.O. Box 501250, giya Saipan, MP 96950 pat <u>fax</u> gi numirun (670) 234-1270. Debi di **u** marisibe' I opnion siha ni I Kuetpon I Regents gi **hålom** trenta (30) diha siha arai mafecha este na notisia ni para **u** mapupblika gi Rehistran I Commonwealth.

Ninahålom as:

KIMBERLYN KING-HINDS

Kabiseya

6-14-16

Marisibe' as:	ESTHER S. FLEMING Espisiat Na Ayudante Para I Atministrasion Fecha			
Mapolu' yan Marikot as:	BERNADITA B. DELA CRUZ Rehistradoran I Commonwealth			
Sigun I lai 1 CMC Seksiona 2153 (e), I man mapropone na areklamento yan regulasion siha ni man che'che'ton esta man ma'ina yan ma'aprueba pot para u fotma yan ligåt sufisiente ni I Ofisinan I Abugådu Heneråt gi CNMI.				
Mafecha este gi mina	na ha'åne gi Junio dos mit sais (2006) na såkkan.			
MATTHEW T. GRE Abugådu Heneråt	GORY			

MAN MAPROPONE NA AREKLAMENTON MALISESENSIA NA POSTSECONDARY NA EDUKASION

I areklamento/regulsion siha man ma'establesi ni kinonsiste ni I Akton I Administrative Procedure, lai 1 CMC Seksiona 9101, et.seq., ya man ma'pupblika gi Rehistran I Commonwealth, gi Baluma 28, Numiru 05, gi Påhinan 025642-025685, gi Måyu dies-Inuebe, dos mit sais na såkkan (May 19,2006).

Annok I Aturidåt Yan Konstitusion I Lai:

I Kuetpon I Regents man ma'aturisa para u "ma'establesi areklamento ni tineteka I nisisidåt I la'takhilo' na edukasion I Commonwealth I Sankattan Siha Na Islas Marianas." Konstitusion Commonwealth I Sankattan Siha Na Islas Marianas, Atikulu XV. Seksiona 2(a).

Uno gi che'cho' I lai gi Kuetpon I Regents para "u setbi kumo ofisiåt na ahensian I Commonwealth para todu I edukasion postsecondary gi hålom I Commonwealth, ni aturidåt para u fan malisensia, mamidi pat sino magubietna, konsiste ni rason este na kapitulu, maseha håfa na aktibidåt edukasion postsecondary ni ma'ofresi ni pupbliku pat pribet na ahensia." Lai 3 CMC Seksiona 1316 (k).

Kadada' Na Mensåhe Pot

Finiho yan Diniseha: Para u **na efektibu** I magubietna na Konstitusion yan lai yan u

protehi estudianten I Commonwealth.

Kadada' Na Mensåhe Pot I Man Mapropone Na Areklamento:

I man mapropone na areklamento/regulasion siha siempre ma'otden eyu siha na ahensia ni ma'ofreresi edukasion postsecondary gi hålom I Commonwealth para u ma'entrega infotmasion yan dokumento para u ma'asigura na todu I lai giya Commonwealth man ma'aplika, I kinumplin I menos na nisisidåt siha para I institusion postsecondary, yan måolek na pruteksion para I estudiante ni ma'enlista siha gi institusion.

Annok I Man Achule' yan/pat Inafekta na

Konstitusion, Lai, I man mapropone na areklamento/regulasion siha a afekta pat man Areklamento yan achule' I Atikulu XV, Seksiona 2 gi I Konstitusion I NMI yan I lai

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Regulasion, yan Otden Siha:	1 CMC Seksiona 1301 et.seq.	
Mafecha este gi mina	na ha'åne gi .	Junio dos mit sais (2006) na såkkan.
	Ninahålom as:	KIMBERLYN KING-HINDS Kabiseya Kuetpon I Regents

ARONGOL TOULAP REEL POMWOL ALLEGH KKA E AGHIYEGHI EBWE FILLÓÓY ALLÉGHÚL LISENSIAN POSTSECONDARY EDUCATION

MÁNGEMÁNGIL FILLÓÓL: Mwiischil Regents nge e mángi ebwe schéschéél fillóóy alléghúl Ghitipwotch kkaal, iye e akkatééwow mel 161 Commonwealth Register, Volume 28, Numero 05, Peigh 025642-025685, wóól Ghúúw 19,2006, sángi aweweel Administrative Procedure Act. 1 CMC talil 9104(a). Mwiischil Regents nge e mángi bwe ebwe schéschéél fillóóy, me ekke isisiwow eliigh (30) ráálil reel ammatafal aghiyegh yeel. (Id) Allégh kkaal nge ebwe fis ótol seigh (10) ráálil mwiril schagh fillóól 1 CMC Tálil 9105 (b).

ALLÉGHÚL ME AKKATÉÉL BWÁNGIL: E alléghewow bwe Mwiischil Regents "ebwe fféér allégh kka e ghil ngáli tingórol higher education mel 161 Commonwealth Téél falúw kka falúwasch Marianas." Allégh Lapalap ye, Article XV, Tálil 2 (a) mel 161 NMI...

Eew alléghúl Mwiischil Regents nge "ebwe mwóghut ágheli agency kka 1161 Commonwealth ngáli alongeer postsecondary education llól Commonwealth, e fit me bwángil lisensia, aighúghúl me ngáre aléghéléghúl, fengal me aweweel chapter yeel, me alongal mwóghutul postsecondary education iye public me private entity rekke ayoora." Sángi 3 CMC 1316(k),

AWEWEEL ME KKAPASAL:

Bwulúl allégh kkaal nge ebwe yááyá ngali alongal pomwol kka ebwe ayoora postsecondary education mellől Commonwealth igha ebwe isisilong akkááw aweewe me tilighial kka ebwe affat alongal alléghúl Commonwealth kka e fisch iye ebwe tabweey, tingórol minimum yeel ngali postsecondary institution, me ammweleer atel meleitey ikka rebwe fisch mellől institution. Allégh kkaal ebwe amóllááretá Mwiischil Regents igha rebwe bwungúw fischiy me sángi yaar amwela alongal schéél tittingór (application).

AGHIYEGH: Schóókka re tipeli nge rebwe ischilong yaar mangemang reel pomwol allégh ngáli Kimberlyn King-Hinds, Assamwoolul, Mwiischil Regents. P.O. Box 501250, Seipel MP 96950, me fax reel 234-1270. Mangemang kkaal nge Mwiischil Regents rebwe bwughil llól eliigh (30) ráálil mwiril schagh yaal arong yeel akkatééló mellól CommonwealthRegister.

Isáliyallong:

KIMBERLYN KING-HINDS

Rál

Assamwool

ESTHER S. FLEMING

Sów Alillisil Sów Lemelem

Ammwel saingi:

BERNADITA B. DELA CRUZ

Commonwealth Register

Sángi Allégh ye 1 CMC Tálil 2153, pomwol allégh kka e appasch nge raa takkal amwe me aléghéléghéló mereel CNMI Bwulasiyool Sow Bwungúl Allégh Lapalap.			
Rállil yellól Alimaté 2006.			
MATTHEW T. GREGORY Sow Bwungúl Allégh Lapalap			

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POMWOL LISENSIA REEL ALLÉGHÚL POSTSECONDARY EDUCATION

Allégh kkaal nge e akkatééwow bwelle reel alléghúl <u>administrative Procedure Act</u>, 1 CMC tálil 9101, et seq., me akkatééló 1l6l <u>Commonwealth Register. Volume</u> 28, Numero 05, Peigh kka 025642-025685, wóól Ghuuw 19,2006

Akkatéél Bwángil: E alléghewow bwe Mwiischil Regents ebwe "fféér allégh

ye e ghil ngáli tingórol higher education mel 161

Commonwealth Téél faluw kka faluwasch Marianas."
Allégh Lapalap ye, Article XV, Tálil 2(a) mellől NMI.
Eew alléghúl Mwiischil Regents nge "ebwe mwóghut agheli egency kka llol Commonwealth ngáli alongeer postsecondarv education mellől Commonwealth, fengál me bwángil lisensia, aighúghúl me ngáre aléghéléghúl, fengal

me aweweel <u>chapter</u> yeel, me alongal mwóghutul

<u>postsecondary</u> education iye <u>public</u> me <u>private</u> entity ekke

ayoora." Sángi 3 CMC 1316 (k).

Aweweel Pomwol lliwel: Ebwe **kkamalló alléghúl** me **tingór allegh** me ebwe alisiir

atel meleiteyil Commonwealth.

Aweweel Pomwol Allégh: Pomwol allégh yeel nge ebwe yááyá ngali alongal pomwol

kka ebwe ayoora <u>postsecondary education</u> mel161 <u>Commonwealth</u> igha ebwe isisilong **eghús aweewe** me tilighial igha ebwe alúghúlúgh bwe alongal alléghúl <u>Commonwealth</u> nge e tabweey, yááyál ngali <u>minimum</u> ngáli <u>postsecondary</u> institution, me ammweleer atel

meleitey kka rebwe fisch mel 161 institution.

Akatéél Akkááw

Bwángil Allégh: Kkamallúl pomwol allégh kkaal me milikka e ghil ngali

Article XV, Tálil 2 mel 161 NMI Allégh Lapalap me 1 CMC

Tálil kka 1301 et seq.

Rállil ye____llól Alimate 2006

Isáliyallwow:

Kimberlyn King-Hinds

Assamwoolul Mwiischil <u>Regents</u>

POSTSECONDARY LICENSING POLICIES

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

BOARD OF REGENTS

July 2005

Mailing Address: P.O. Box 501250 CK Saipan, MP 96950 Phone: (670) 234-5498

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LICENSING OF POSTSECONDARY EDUCATIONAL INSTITUTIONS TO OPERATE IN THE CNMI

001 Constitutional and Statutory Authority

The CNMI Constitution, Article XV, Section 2(a) establishes that the Board of Regents "shall formulate policy relating to the higher education needs of the Commonwealth of the Northern Mariana Islands" (CNMI).

3 CMC § 1316(k) authorizes the Board of Regents "to serve as the official coordination agency of the Commonwealth for all postsecondary education within the Commonwealth, with power to license, limit, and otherwise regulate any postsecondary educational activities offered by any public or private agency".

Therefore, in accordance with its constitutional and statutory mandates, the Board of Regents sets forth the following policies, regulations, and procedures regarding the licensing of postsecondary educational institutions to operate in the CNMI.

002 Definitions

- (a) "Board" shall mean the Board of Regents (BOR), which is the official coordinating agency for all postsecondary educational activities in the Commonwealth of the Northern Mariana Islands.
- (b) "License" shall mean the granting of permission, **by** the Board Regents, for a postsecondary educational institution to operate in the CNMI for a period to be determined by the BOR.

- (c) "Provisional License" shall mean the initial granting of permission, by the Board of Regents, for a postsecondary educational institution to operate in the CNMI for a period of one year, during which time outstanding requirements for obtaining a license must be met:
 - (i) provided that if the applicant states it will begin registering and providing classes for students, the applicant be in all respects qualified, capable, and have all necessary personnel, facilities, support staff, and other resources to provide the quality of academic and other services stated in the catalog and curriculum, and be so certified by the BOR; and,
 - (ii) provided that no tuition, room and board, registration, or other fees and costs be collected from any student until the applicant meets (c)(i). The applicant may conduct public awareness activities and recruitment activities subject to (c)(ii).
- (d) "Postsecondary institution" shall mean a public or nonpublic (not-for-profit or for-profit) postsecondary educational institution offering courses or programs beyond high school leading to a certificate or a degree. This includes, but is not limited to, vocational organizations e.g. "Saipan Institute of Jet Engine Maintenance". This may also include, but is not limited to, institutions which use terms such as "School" in their title e.g. "Saipan Business School".
- (e) "College" shall mean an institution of higher education offering instruction and granting degrees, a bachelor's degree after a four-year course of study, or an associate degree after a two-year course of study, in any of several specialized courses in some academic area, profession, or occupation.

- (f) "University" shall mean a postsecondary educational institution with one or more undergraduate colleges, together with a program of graduate studies and a number of professional schools, and authorized to confer various degrees, as the bachelor's, master's, and doctor's.
- (g) "Out-of-state institution" shall mean any college, university, community college, technical institute, or the equivalent that awards a certificate, an associate or higher degree and is controlled by a public or private body organized outside the CNMI.
- (h) "Distance education" shall mean that there is physical separation of the instructor and student. The means of communication can be in many forms including, but not limited to, paper correspondence, video, audio, teleconference, Internet or any combination thereof.
- (i) "Catalog" shall mean a published accurate document which includes but is not limited to, the Mission and Philosophy statements of the applicant institution; a detailed list with appropriate description of each degree, certificate, or certification offered along with details of each course to be taught; a description of the institution facilities and services, academic support services; details of application processes and costs for services to be provided; a list of teaching faculty with appropriate titles and qualifications information, and a list of administrative and other support personnel with their titles and qualifications; how students are to be graded; and other information commonly found in a U.S. postsecondary institution.
- (j) "Course" shall mean a college-level course offered for credit with specific curriculum, educational objectives, course requirements; and; the appropriate accompanying academic, faculty, and other educational support services.

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- (k) "Certificate or degree program" shall mean a sequence or combination of courses which, upon satisfactory completion thereof, leads to the award of an educational certificate, diploma, or degree.
- (I) "Physical presence in the Northern Mariana Islands" shall be evidenced by securing all legal permits and documents required for operating in the CNMI and showing proof of arrangements for use of physical facilities which will house the institution, including its educational activities.

003 Required License

A license is required for any postsecondary education provider, except as provided for under **004**, that:

- (a) offers or conducts one or more courses or certificate/degree programs; or
- (b) offers or conducts training toward a vocational end; or
- (c) offers an educational credential, and whose required length of study is one semester or more.

A license is also required for any out-of-state institution (including any distance education provider) that has a physical presence in the Northern Mariana Islands, except as provided for under Section **004(f)**.

004 Exclusions

The license requirements laid out herein shall not apply to:

- (a) offering of a short course in which instruction for the segment takes no more than twenty classroom hours;
- (b) offering of courses or programs on a military installation solely for **military** personnel or civilians employed on such installation;
- (c) offering of courses or programs towards professional certification, taught by instructors who are professionally certified in their respective field, by a nationally or internationally recognized body, including but not limited to, dive instruction, skydiving instruction, driving school, fire-arms training, CPR certification, and first aid instruction.
- (d) training that is exclusively for self-improvement or personal or professional enrichment and is non-vocational and not for credit toward a certificate or degree;
- (e) training that is offered free-tocertain select groups-of-students, such as closed enrollment classes for a company's or government employees and arranged through private contracts; or
- (f) offering, by an accredited out-of-state institution, of one or more courses or programs in partnership with a college in the CNMI that has been licensed by the Board of Regents.

005 Declaration of Intent

Any institution of higher education planning to offer any credit-bearing course or degree program in the Northern Mariana Islands, except as provided for under Section 004, shall inform the Board of Regents of such intent by letter. This declaration of intent shall at the minimum include the following:

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- (a) proposed name of the institution planning to deliver such educational offerings;
- (b) brief description of the scope of the institution's proposed educational offerings; date the institution plans to begin instruction;
- (c) names, telephone numbers, and addresses of principal contact **persons/organizations** for use by the Board for communication purposes during the application phase;
- (d) date the institution expects to submit its application with accompanying required documentation;
- (e) a certified financial statement of the planned institution, and,
- (f) a detailed description of the proposed facilities in which academic, administrative, housing, and other student and institution services will take place, including a detailed description of the proposed library.

006 License Application

Prior to offering any credit-bearing course or degree program at the postsecondary level in the Northern Mariana Islands, except as provided for under Section 004, the institution shall apply to the Board of Regents for, and receive, a license to operate in the CNMI.

006.01 Application Process. The application materials may be obtained from the Office of the Board of Regents on Saipan.

The application/licensing process includes:

PAGE.

- (a) submitting the application to the Office of the Board according to established deadlines,
- (b) securing required official documents, certifications and bond(s),
- (c) paying all applicable fees, and (d) meeting all requirements laid out in Sections 005 and 007.

All applications are reviewed in a three-tier process, first by Board staff, second by a Committee designated by the Board, and finally by the Board of Regents. Final approval of the application by the Board is required BEFORE the applicant may begin:

- (a) officially registering students into the proposed institution;
- (b) collecting any costs or fees related to attendance from any students who have been preliminarily registered;
- (c) collecting or causing to be collected of any recruitment or related fees from students from applicant officials or their agents either directly or indirectly;
- (d) bringing students from outside the **CNMI** into the **CNMI**; and,
- (e) conducting marketing or recruitment activities in or outside of the Commonwealth of the Northern Mariana Islands (CNMI).

The application must be submitted according to established deadlines to be considered at one of the Board's quarterly meetings. Applicants may contact the Office of the Board to obtain a current list of filing deadlines.

The Program Committee of the Board will not commence its review of the application until the applicant submits all required documentation to the Office of the Board, as certified by the Board or their designee. Such certification shall be not later than two months prior to a regularly scheduled Board meeting in January, April, July, or October.

Should such deadline not be met, the application review will not commence; and, the applicant may not begin operations including but not limited to, official registration of students, collection of costs and fees from potential students, or bringing potential students into the CNMI, until prior to the next quarterly meeting and shall be in accordance with the schedule laid out in the License Application Process and Timeline.

The Board shall make a determination regarding the application at its quarterly meeting applicable for the date of submission of the application.

006.02 Application Fee

A nonrefundable application fee to cover administrative costs shall be submitted to the Board with each application. Resubmission of the application following its withdrawal by an applicant requires **an** additional application fee. Refer to Section **014** of these policies.

The nonrefundable fees are established as follows:

- (a) \$10,000 for credit bearing course offerings of degree programs or the like (refer to Section **002** Definitions);
- (b) \$5,000 for programs of 40 hours or more, but less than degree

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requirements, of Training courses and/or Certification of Completion programs or the like; and,

(c) \$2,500 for programs of 20 hours or more of Training courses/ or Certification of Completion programs or the like.

006.02.01 Exclusion.

In the event that the Board denies the applicant a license, the Board may, at the time of the denial, determine that the application fee may be waived for resubmission of an application, in whole or in part, provided that the resubmission occurs within three months of the date of denial.

007 License Requirements

In order to obtain a license to operate as a postsecondary educational institution in the CNMI, an entity must meet the following requirements:

- (a) Appropriate and adequate physical institutional facilities in theCNMI necessary to carry out their stated Mission, programs and services;
- (b) Defined mission, suitable purposes, and identified target population;
- (c) Institutional governing capacity;
- (d) Financial stability and integrity;
- (e) Educational programs of acceptable quality, content, and length;
- (f) Quality teaching faculty;

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- (g) Sufficient library, learning, and other educational resources;
- (h) Adequate support services and resources; and,
- (i) Adequate administrative services and resources.

All of these criteria but not limited to, **002 Definitions** including **002(i)**, must be detailed in a printed catalog provided to the Board of Regents with the application, provided to each potential student prior to registration, and available to the public.

007.01 Physical Presence in the CNMI

- (A) Evaluation criteria:
 - (i) The institution has the required legal documents to operate in the CNMI;
 - (ii) The institution has sufficient and adequate facilities to serve its educational purposes.
- (B) Required documentation and verification:
 - 1. Sole Proprietorship:
 - (i) CNMI Business License
 - ii) CNMI Taxpayer ID Number and tax clearance certification from the CNMI Department of Revenue and Taxation;
 - (iii) Identification and description of physical facilities to be used by the institution, with designation of principal use of each facility

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or portion of facility (e.g., administrative, instructional, library);

- (iv) Copies of the deed, lease, and/or rental agreements, the length of which shall be for a minimum of three years, for all property, buildings and other facilities to be used by the applicant to provide academic and support services described in the Letter of Intent, Application, and Catalog;
- (v) Once licensed the licensee must notify the BOR when there is a material change in a rental, lease, or other agreement which affects the buildings, facilities, or contractual support for the institution within 5 working days of such change to include but not be limited to e.g. a rental or lease agreement being terminated for whatever reason (refer to Sections **016** and **017**);
- (vi) Any change which in the opinion of the BOR or its designee affects adversely the ability of the licensee to provide educational and/or support services required under the license shall be required to be rectified, to the satisfaction of the BOR within 5 working days of the adverse situation. Failure to do so may result in suspension of the license by the BOR (refer to Sections 016 and 017);
- (vii) A site visit by the Program Committee or their designee to compare what is described in the applicant submission documents for licensure, with actual physical and related institution facilities; and,
- (viii) A prescreening background check shall be conducted of applicants to include but not be limited to criminal record, credit report, and reference reviews and checks.

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2. Partnership:

- (i) CNMI Business License;
- (ii) CNMI Taxpayer ID Number and tax clearance certification from the CNMI Department of Revenue and Taxation;
- (iii) Partnership Agreement;
- (iv) Identification and description of physical facilities to be used by the institution, with designation of principal use of each facility or portion of facility (e.g., administrative, instructional, library);
- (v) Copies of the deed, lease, and/or rental agreements, the length of which shall be for a minimum of three years, for all property, buildings and other facilities to be used by the applicant to provide academic and support services described in the Letter of Intent, Application, and Catalog;
- (vi) Once licensed the licensee must notify the BOR when there is a material change in a rental, lease, or other agreement which affects the buildings, facilities, or contractual support for the institution within 5 working days of such change to include but not be limited to e.g. a rental or lease agreement being terminated for whatever reason:
- (vii) Any change which in the opinion of the BOR or its designee affects adversely the ability of the licensee to provide educational and/or support services required under the license shall be required to be rectified, to the satisfaction of the BOR within 5 working days

of the adverse situation. Failure to do so may result in suspension of the license by the BOR (refer to Sections 016 and 017);

- (viii) A site visit by the Program Committee or their designee will compare what is described in the applicant submission documents for licensure, with actual physical and related institution facilities; and,
- (ix) A prescreening background check shall be conducted of applicants to include but not be limited to criminal record, credit report, and reference reviews and checks.

3. Corporation:

- (i) CNMI Business License;
- (ii) CNMI Incorporation documents certified by the Registrar of Corporations if incorporated in the CNMI;
 - (iii) CNMI certificate of authority from the Registrar of Corporations if a foreign corporation;
 - (iv) Corporate Articles and By-laws;
 - (v) CNMI Taxpayer ID Number and tax clearance certification from the CNMI Department of Revenue and Taxation;
 - (vi) Identification and description of physical facilities to be used by the institution, with designation of principal use of each facility or portion of facility (e.g. administrative, instructional, library);

- (vii) Copies of the deed, lease, and/or rental agreements, the length of which shall be for a minimum of three years, for all property, buildings and other facilities to be used by the applicant to provide academic and support services described in the Letter of Intent, Application, and Catalog;
- (viii) Once licensed the licensee must notify the BOR when there is a material change in a rental, lease, or other agreement which affects the buildings, facilities, or contractual support for the institution within 5 working days of such change to include but not be limited to e.g. a rental or lease agreement being terminated for whatever reason:
- (ix) Any change which in the opinion of the BOR or its designee affects adversely the ability of the licensee to provide educational and/or support services required under the license shall be required to be rectified, to the satisfaction of the BOR within 5 working days of the adverse situation. Failure to do so may result in suspension of the license by the BOR (refer to Sections 016 and 017);
- (x) A site visit by the Program Committee or their designee to compare what is described in the applicant submission documents' for licensure, with actual physical and related institution facilities; and.
- (xi) A prescreening background check shall be conducted of applicants to include but not be limited to criminal record, credit report, and reference reviews and checks, including background checks of the stockholders, directors, and officers of the corporation.

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- 4. Limited Liability Company (LLC):
 - (i) CNMI Business License;
 - (ii) CNMI Incorporation documents certified by the Registrar of Corporations if incorporated in the CNMI and if one or more members of the LLC are corporations:
 - (iii) CNMI certificate of authority from the Registrar of Corporations if a foreign corporation and if one or more members of the LLC are corporations;
 - (iv) The Partnership Agreement or Limited Partnership Agreement if one or more members of the LLC are partners;
 - (v) LLC Articles of Organization, and Operating Agreement, if any;
 - (vi) CNMI. Taxpayer ID Number and tax clearance certification from the CNMI Department of Revenue and Taxation;
 - (vii) Identification and description of physical facilities to be used by the institution, with designation of principal use of each facility or portion of facility (e.g. administrative, instructional, library);
 - (viii) Copies of the deed, lease, and/or rental agreements, the length of which shall be for a minimum of three years, for all property, buildings and other facilities to be used by the applicant to provide academic and support services described in the Letter of Intent, Application, and Catalog;
 - (ix) Once licensed the licensee must notify the BOR when there is a material change in a rental, lease, or other agreement which affects

the buildings, facilities, or contractual support for the institution within 5 working days of such change to include but not be limited to e.g. a rental or lease agreement being terminated for whatever reason;

- (x) Any change which in the opinion of the BOR or its designee affects adversely the ability of the licensee to provide educational and/or support services required under the license shall be required to be rectified, to the satisfaction of the BOR within 5 working days of the adverse situation. Failure to do so may result in suspension of the license by the BOR (refer to Sections **016** and 017);
- (xi) A site visit by the Program Committee or their designee to compare what is described in the applicant submission documents for licensure, with actual physical and related institution facilities; and,
- (xii) A ~rescreenin background check shall be conducted of applicants to include but not be limited to criminal record, credit report, and reference reviews and checks, including background checks of the stockholders, directors, and officers of the **LLC**.

007.01.001 Ancillary agreements and contracts
In the case of 1, 2, 3, or 4, above the applicant, prior to registering students, <u>must have</u> signed contracts, which must include but are not limited to educational facilities, faculty, student, and other support services which must include but is not limited to: (a) Facilities and maintenance and cleaning of dorms; (b) Utilities and communication services including phone and Internet; and (c) administrative staff.

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007.02 Defined Mission, Suitable Purposes, and Identified Target **Population**

(A) Evaluation criteria:

- (i) The institution has a clearly defined mission appropriate for a postsecondary educational institution and for its intended constituency;
- (ii)The institution's purposes are suitable to the public interest of the CNMI; and,
- (iii) The institution's target population is identified.

(B) Required documentation:

- (i) Statement of mission for the institution;
- (ii) List of purposes for the institution; and
- (iii) Description of the population to be served by the institution.

007.03 Institutional Governing Capacity

(A) Evaluation criteria:

- (i) The institution has a governing entity whose responsibilities are clearly stated;
- (ii) Among the governing entity's responsibilities are those that ensure institutional integrity and that the institution is engaged in activities designed to carry out its stated mission and purposes;
- (iii) The governing entity is sufficient in size and composition to meet its stated responsibilities;

- (iv) The institution has a Chief Executive Officer with defined responsibilities and sufficient qualifications to meet those responsibilities;
- (v) The institution has an organizational structure sufficient to manage its affairs.

(B) Required documentation:

- (i) Governing entity articles and by-laws (for a corporation) and statement of board responsibilities;
- (ii) Biographical information for members of the governing entity of educational institution and business owners, which shall include academic achievements and previous experience appropriate for a member, and also including the primary home address of each member and country of residence; in the case where a member's domicile or primary residence is not in the CNMI, a statement as to how the member(s) will effectively meet their governing, oversight, and guidance responsibilities; and,
- (iii) Biographical information and responsibility of the Chief Executive Officer of the institution, including academic achievement and educational experience, as well as documentation of domicile in the CNMI:
 - (a) In the case where degrees are awarded by a non U.S. postsecondary institution(s) of higher education documentation must be provided as to the degree awarding credentials and authority of the non U.S. institution; and,

(b) Table of organization, including names and biographical information of those who will fill the positions.

007.04 Financial Stability and Integrity

(A) Evaluation criteria:

- (i) The institution's proposed budgets, financial resources, and funding base are adequate to support its mission, purposes, and programs; and,
- (ii) The institution ensures its financial integrity by making provision for timely and regular external fiscal audits of (a) its financial records, and (b) its financial management system.

(B) Required documentation:

- (i) A thorough Business Plan which covers all aspects of the institution and its operations, which might use as its outline the sections of this application, especially parts 007 007.90;
- (ii) A Financial Statement of the entity under which this application is submitted, compiled and signed by a U.S. Certified Public Accountant;
- (iii) Proposed line item budgets for the first three years of operation which provide details of anticipated revenues and expenditures;
- (iv) Documentation of any external foundation or other financial support, reviewed by the CPA in the Financial Statement;
- (v) Documentation of funding base, reviewed by the CPA in the Financial Statement;

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- (vi) Description of plans for timely and regular annual fiscal audits of the institution's financial records and financial management system to be conducted by a U.S. Certified Public Accountant (CPA);
- (vii) Copies of corporate/institution bank statements from an FDIC bank doing business within the CNMI;
- (viii) Proof of performance/surety bond from a company or corporation legally established to provide such services in the CNMI, in an amount equal to 25% of the total tuition and fees, including room and board charges, and return plane fare for all students officially registered by the institution. See Section **015** of this Policy:
 - (a) In lieu of a surety bond, an amount in cash equal to the 25% requirement placed in a Trust Account with an FDIC bank located in the CNMI, the principle of which cannot be withdrawn without 30 days prior notice to the BOR;
 - (b) A combination of a performance/surety bond and cash placed in a Trust Account with an FDIC bank located in the CNMI shall be equal to 25% of the total tuition and fees, and other charges as provided by Section **007.04** (B) (viii);
 - (c) When a performance/surety bond is canceled for any reason whatsoever, the licensee must notify the BOR within five working days of such cancellation or termination; the licensee shall then have 10 working days to either obtain a replacement performance/surety bond from a company authorized to provide such an instrument in the CNMI or establish a cash Trust Account or a combination:

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- (d) Failure to meet these requirements are grounds for suspension of the license or other action by the BOR, including revocation of the license.
- (ix) A written guarantee that the applicant institution shall NOT collect tuition and fees from students while OUTSIDE of the CNMI, but only collect applicable tuition and other fees outlined in the institution catalog from students physically within the CNMI.

The institution may require a Promissory Note be signed by the student when registered outside of the CNMI but only after, and so long as, the institution license granted by the BOR is legally in force;

- (x) A written guarantee that all of the tuition and other fees collected from registered students be deposited in an FDIC bank within the.CNMI; and,
- (xi) The BOR will monitor compliance through the annual audit requirement, and review of bank statements required under this application and the license requirements.

007.05 Educational Programs of Acceptable Quality, Content, and Length

- (A) Evaluation criteria:
 - (i) The institution has policies that specify the requirements and qualifications for students entering (a) the institution and (b) its certificate and degree programs;
 - (ii) The institution's catalog clearly describes its certificate and

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degree programs, including expected student learning outcomes, and specifies the requirements to be met for the award of each certificate and degree offered, including general education courses and academic standards which shall include but not be limited to class attendance, behavior, due process and grading standards policies;

- (iii) The institution's instructional program offerings are (a) consistent with its mission and (b) are of sufficient depth, breadth, and rigor to provide the knowledge and skills expected of program graduates and to merit award of the proposed certificate or degree;
- (iv) The institution's degree programs include a defined education component of the breadth and depth appropriate for a postsecondary degree;
- (v) The institution's catalog contains course descriptions and prerequisites, when appropriate, for all offered courses;
- (vi) The institution has stated criteria for awarding academic credits;
- (vii) Generally accepted standards for hours of instruction per academic credit awarded are manifested in the institution's proposed class schedule;
- (viii) The proposed class schedule identifies, for each class, hours of classroom/laboratory instruction, and credits to be awarded;
- (ix) If course or program offerings are affiliated with a U.S. accredited institution, the quality of such offerings is adequate to meet the needs of the courses or programs offered in the CNMI;

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- (x) Appropriate and accurate student and staff recruitment information, public awareness materials including written advertisements; and,
- (xi) A procedure to survey students to determine their evaluation of the quality of instruction, facilities, and institutional activities.
- (B) Required and verification:
 - (i) Statement of requirements for student admission into the institution;
 - (ii) Statement of requirements for student admission into a specific program of study;
 - (iii) Names of certificates and degrees, with expected student learning outcomes for each:
 - (iv) Specific requirements for each certificate and degree offered (e.g. required courses, including general education requirements, and academic standards);
 - (v) Catalog as defined in Section 002(i) must be printed and provided to the Board of Regents and to each potential student prior to registration, and made available to the public;
 - (vi) A Student Handbook or other similar document detailing student rights, due process, institution policies which affect students, expected behavior, disciplinary and student grievance procedures and other policies commonly found in student handbooks;
 - (vii) A copy of the curriculum for each course to be taught listed in the catalog, or schedule of courses to be taught each semester (or quarter) must be provided to the BOR prior to the course being taught,

this shall include but not be limited to goals, objectives, content, activities, teaching methods, materials, and other support services needed e.g. library and reference, research facilities, laboratory or other appropriate hands-on items;

- (viii) Statement of criteria for awarding of credits;
- (ix) A schedule of classes for the first semester of operation;
- (x) Appropriate academic, vocational and/or other facilities which may include but not limited to housing, library, are fully equipped with appropriate collateral equipment, including but not limited to books, supplies, and materials;
- (xi) A site visit by the Program Committee or their designee to the institution facilities, including library, housing, or other support facilities identified by the applicant to determine that these facilities are ready for occupancy and use in all respects as described and required in the application, the license, and the catalog; and, in compliance with all applicable local and Federal health, safety, and other requirements set forth in **CNMI** and Federal regulations;
- (xii) Copies of all public recruitment materials, ads, pamphlets, informatior! about the institution provided to students and personnel which describe the institution facilities, courses of study, costs and fees and other related information;
- (xiii) A copy of the Student Survey designed to evaluate institutional instruction, facilities, and support services, and copies of student survey results at the end of each academic year; and,

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(xiv) A copy of all documents which students are required to sign, including but not limited to, applications, promissory notes, student awareness of rules and regulations documents, promises by the institution and/or student; and a detailed schedule of all institutional charges, tuition and fees, and deposit requirements; a statement of a schedule of refunds of all institutional charges, tuition and fees, and deposits in accordance with the institutions refund policy; and, a statement of the institution's financial aid policy **including** but **not** limited to financial aid available to students and associated conditions.

007.06 Quality Teaching Faculty

- (A) Evaluation criteria:
 - (i) The institution's teaching faculty is sufficient in number and qualifications to support the institution's educational programs;
 - (ii) The institution's teaching faculty are qualified to teach those courses which they are assigned to teach;
 - (iii) The appropriate number of qualified teaching faculty or instructors and support services professionals, such as but not limited to librarian and counselor, have been hired, through contracts which must be provided to the BOR, prior to collection of student tuition and fees for each semester;
 - (iv) The institution has a clear statement of faculty responsibilities; and,
 - (v) Faculty evaluation of the institution.
- (B) Required documentation:

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- (i) Roster of full time and part time faculty, including degrees, qualifications, and experience;
- (ii) In the case where degrees are awarded by a non U.S. postsecondary institution(s) of higher education or U.S. institutions not accredited by **a** nationally recognized accrediting authority, documentation must be provided as to the degree awarding credentials and authority of the non U.S. and/or non accredited institution;
- (iii) A copy of the contract for each faculty and student support services personnel e.g., librarian, technical instructor, counselor must be made available for review by the **BOR** or their designee;
- (iv) Statement of faculty responsibilities;
- (v) Schedule of classes, which identifies the faculty responsible for each class;
- (vi) A Personnel Policies Handbook, or similar document shall be provided to the BOR or its designee, which clearly states policies with respect to hiring, due process, grievance procedures, disciplinary procedures and other issues commonly found in personnel policies; and.
- (vii) A copy of a Faculty Evaluation Survey in which faculty and support services personnel are asked to evaluate institutional policies, academic and instruction programs, student services, facilities and related issues, and a copy of the survey results at the end of each academic year.

007.07 Sufficient Library and Learning Resources

(A) Evaluation criteria:

- (i) The institution's library and learning resources are sufficient in breadth, depth, and quantity to support the courses and instructional programs offered at the institution and to meet the needs of students enrolled in such courses and/or programs;
- (ii) The institution **shall** have the capacity to provide professionally trained and competent library, research, **and/or** reference personnel to serve the needs of the students as stated in the Mission and in their, program and curriculum descriptions

(B) Required documentation and verification:

- (i) Description and quantity of library holdings and learning resources including but not limited to, number and titles of books by category, periodicals, reference books, instruction technology equipment including multimedia equipment e.g. computers, power point, microfilm;
- (ii) Copies of agreements for access to external learning resources including but not limited to appropriate library, reference, and research resources;
- (iii) A plan to expand, update and improve library holdings and support services; and,
- (iv) A site visit by the Program Committee or its designee to determine if the materials, equipment and supplies identified as being available to support student academic, vocations, and/or professional instruction, and faculty and student reference, research, and resource needs are in place and operation prior to the beginning of registering students, collection of student tuition and fees, and the beginning of

course/class instruction.

007.08 Adequate Student Support Services

(A) Evaluation criteria:

- (i) Support services for students are adequate and appropriate for meeting the needs of students and are consistent with student characteristics and the institution's mission; and,
- (ii) The institution has a clear description of (a) how it will maintain student records and (b) how students may obtain academic records if the institution closes.

(B) Required documentation and verification:

- (i) Title and job description of non-instructional personnel whose responsibilities are to provide student support;
- (ii) Description of how student records will be maintained;
- (iii) Description of how students **may** obtain academic records if the institution closes; and,
- (iv) A site visit to by the Program Committee or its designee to review and evaluate the student support services identified by the institution in its application and supporting documents.

007.09 Adequate Administrative Services

(A) Evaluation criteria:

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(i) The institution has sufficient staff with appropriate qualifications and experience to provide the administrative services necessary to support the institution's mission and educational programs.

(B) Required documentation:

- (i) Title and job description of administrative personnel; and,
- (ii) Names and biographical information of administrative staff, proposed (and so identified) current or proposed (and so identified).

008 Need for Additional Information

It is in the applicant's best interest to provide as much relevant information as possible to enable the Board of Regents to make a decision regarding the applicant's eligibility to establish and operate an institution of higher education within the CNMI.

The Board of Regents reserves the right to ask the applicant for any additional information it deems necessary for it to make a determination in authorizing the applicant to operate as a postsecondary educational institution in the CNMI.

009 Notification of Decision

The Board's staff shall issue notification of the Board's decision regarding the applicant's application by telephone within two working days following the Board's decision regarding the application.

The license authorizing the applicant to operate a postsecondary educational institution within the CNMI will be sent to the applicant by registered mail within five working days following the Board's decision.

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In the event that an applicant is denied a license, a letter stating the reasons for such denial shall be sent to the applicant by registered mail within ten working days following the Board's decision.

010 Reconsideration

Should its application be denied by the Board, an applicant has the right to file for reconsideration when:

- (A) such applicant can show that the Board's staff or others
 - (i) have misrepresented its application in whole or in part;
 - (ii) acted in excess of the prescribed requirements; or
 - (i) did not observe procedures prescribed herein
- (B). and such applicant can show that it complied with **all** of the requirements prescribed herein.

010.01 Procedure.

- (A) A request for reconsideration must be made to the Chairperson of the Board no later than 20 days after the applicant's receipt of the letter from the Board stating the reasons for the denial of a license.
- (B) The Chairperson shall appoint a special committee of not less than three Board members to review such request.
- (C) The committee shall consider the request and make recommendations to the Board within 10 working days after appointment;
- (D) The Board shall make a decision regarding the request for reconsideration no later than 20 days after the Chairperson of the Board has received the committee's recommendation, and the applicant shall be informed about the decision by registered mail within ten working days following the decision.

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- (E) Should the Board grant the request for reconsideration, the applicant shall have 20 days to submit its written argument on why the license should be granted.
- (F) The Board shall make its final decision within 20 days of applicant's written submission.

010.02 Institution Operations Prior to License Approval.

Under NO circumstances may the applicant market, recruit, register, collect fees and tuition or other costs from prospective students prior to receiving notice of the approval of the license application, **AND** until all conditions contained in the license approval are met and approved in writing by the BOR.

011 Provisional License

The Board of Regents recognizes that when an entity applies for a license to establish a postsecondary educational institution in the CNMI or for a license to establish an extension of an out-of-state institution of higher education in the CNMI, some requirements may not be fully met at the time of the application. The Board, by majority vote, may grant a Provisional License for a period to be determined by the BOR so that such remaining requirements may be met.

(A) A statement from the Board shall accompany the Provisional License and shall specify those requirements which have not been met, along with a timeline for meeting the requirements. Documentation showing how the institution has subsequently met such requirements, and a non-fundable fee of \$1,500.00 to cover administrative costs, must be submitted to the Board not less

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than three months from the date the Provisional License is approved with conditions.

(B) Under no circumstances shall students be registered, tuition and fees collected, students brought to the CNMI, or instructional operations commenced until the provisional licensee has received written approval to begin such activities either in the Provisional License or in follow up approval after the applicant has met any conditions required by the BOR.

012 Term of License

012.01 Non-Accredited Institutions

For those postsecondary educational institutions operating in the CNMI which are not accredited by an accrediting body recognized by a U.S. government agency, the **term** of the license shall be for a period not to exceed three years. The license may be extended for additional periods, determined by the BOR based upon licensee performance, provided that the institution meets those requirements specified in Section **013**; and, all documentation and evaluation criteria stated in policies Sections **007** - **007.09**. The Provisional License described in Section **011** shall count as one of the operational years for purposes of this section.

012.02 Accredited Institutions

When a postsecondary educational institution operating in the CNMI becomes accredited by an accrediting body recognized by a U.S. government agency, the term of the license shall be for the duration of its accreditation period. The term for each extension of the license shall coincide with the institution's reaffirmation of accreditation.

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013 Requirements for Extension of License

Three months prior to the expiration of the institution's license, the institution shall submit to the Office of the Board a report certifying continued compliance with the requirements specified in Sections 007 and **013** and **014** as appropriate; and, a nonrefundable Renewal fee of \$5,000.

The report shall contain a statement describing how the institution continues to meet each of the nine requirements.

The report shall also update its business plan, plans for improved programs and services, notify the BOR of any material changes anticipated in the future, including but not limited to, copies of student and faculty surveys, and copies of rental and lease agreements for facilities and services.

The report shall also certify compliance with an additional license requirement, Operational Status, the evaluation criterion being that the institution is operational, with students enrolled in its courses and actively pursuing its degree programs. Documentation related to this requirement is to be included in the report and shall consist of, but not limited to the following: Number of students enrolled in the institution each instructional term of each year during the current term of its license to operate. The names of degrees the institution awarded during the current term of its license to operate and the number of students awarded each degree each year.

The president and the chair of the governing entity shall sign the report submitted for an extension of its license.

The Program Committee or its designee shall review and evaluate the report and conduct a site visit which will include inspection of

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facilities, meetings with students, faculty, and administrative and support services personal. Based upon the results of the Report review and site visit, the Program Committee or its designee shall then make a recommendation to the full BOR with respect to a request by the institution for a new or extended license.

014 Supplemental Application/Substantive Application Modification

In the case where a licensee, or provisional licensee, has been granted by the BOR the applicant having met all of the conditions in these policies, makes a substantive change defined below, a nonrefundable fee of \$1,000.00 to cover administrative costs shall accompany the notification of supplemental information and/or substantive change to an existing license.

A Supplemental Application shall be required to be submitted 30 calendar days prior to a substantive change, or when the changes makes meeting this deadline impossible, within five days of the change. Matters that are considered to be "Substantive" include but is not limited to:

- (A) A change in the name of the institution.
- (B) A change in the principal location, or an addition of a facility at another location of the institution of either direct or support facilities.
- (C) A change in ownership or governance of an institution.
- (D) Proposed changes, additions or deletions, of degree programs or course offerings.
- (E) Establishment of an additional instructional site away from the main campus.

(F) Action by an accrediting agency which results in an institution being placed in a probationary status for more than six months, or which results in the loss of the institution's accreditation.

015 Performance/Surety Bond

The applicant shall obtain a **performance/surety** bond, in an amount equal to 25% of the total tuition, fees and other student costs, and the cost of return airfare for each student, or a cash amount placed in a Trust Account as provided by Section 007.04 **(B)(viii)**. Failure to meet these requirements are grounds for suspension of the license by the BOR, including revocation of the license.

015.01 **Exemption.** For those applicants who can demonstrate through such means as a CPA audit that the institution's income from tuition and fees is less than \$10,000 per annum, the **performance/surety** bond shall be \$10,000.

016 Filing of Complaints

When any person, persons, agency, or institution desires to file a formal complaint regarding an institution's violation of any part of the licensing policy or any part of the licensing condition, with such complaint possibly resulting in the suspension or revocation of the license of an institution as provided for in Section 017, the following procedures shall apply:

- 1. All complaints must be presented in writing, be signed by the complainant, and detail the nature and particulars of the complaint;
- 2. The Board shall inform the concerned institution and shall provide a copy of the complaint;

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3. The concerned institution shall have the right to respond to the complaint, providing it does so within 20 days after receiving notification of such a complaint.

The Board may initiate its own complaint, at its discretion, that relates to institutional violation of the requirements laid out in Section **007** and elsewhere in these policies or to conditions leading to possible suspension or revocation of an institution's license to operate a postsecondary educational institution in the **CNMI** as laid out in Section **017**. The Board will comply with the procedure stated herein.

017 Suspension or Revocation of License

The license issued to an institution is granted based upon the conditions laid out in the required documentation submitted with the License Application. Non-adherence to such conditions shall be cause for suspension or revocation of the institution's license to operate a postsecondary educational institution within the CNMI, at the discretion of the BOR.

Anyone of the following shall be cause for suspension or revocation of an institution's license to operate in the CNMI:

- (1) Misrepresentation in the documentation submitted with the License Application; or
- (2) Failure on the part of the institution to maintain the standards and conditions set forth by the institution in its License Application; or
- (3) Failure to operate in accordance with its stated mission and purposes;

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- 5. Within 5 working days of the review team's submission of its written report to the Program Committee, the Program Committee shall consider the review team's report and determine its own recommendation to be made to the Board. The Program Committee shall provide the affected institution a copy of its recommendation, with supporting justification;
- 6. Within 10 working days after the Program Committee has determined its recommendation,, the Board shall hold a session to make a final decision regarding the revocation or suspension of the institution's license to operate. The affected institution shall be notified of the Board session and shall be provided an opportunity to present its position regarding the action to be taken;
- 7. The Board shall meet in Executive Session to make its final decision regarding the institution and shall notify the institution of its decision by registered mail within 5 working days following the Executive Session.

017.01 Emergency Suspension

The Chairperson of the BOR, based upon documented evidence of gross serious problems within the licensed institution identified in Section 017, which present an immediate concern for the welfare of the students and/or staff of the licensee, may issue a Temporary Suspension of License and Operations letter to the chief operations officer or person immediately exercising administrative authority over the institution. The Letter is to be delivered by hand and a receipt obtained.

The Letter must state exactly what serious problems have caused the suspension, provide copies of documentation or other evidence which led

- **(4)** Failure to maintain a performance/surety bond or Trust Account, or combination thereof;
- (5) Failure to meet financial obligations; and,
- (6) Failure to maintain facilities, personnel, and/or services as required and stated in its approve application for the license.

When the Board determines that a complaint, filed as provided for under Section **016**, may warrant suspension or termination of the institution's license to operate in the CNMI, the following procedures, including those in Section 009, shall apply:

- 1. The Board Chair shall notify the affected institution of the possible suspension or revocation of its operating license and the reasons for such determination;
- 2. The Board chair shall appoint a Review Team of not less than three members to conduct a review of the institution relative to the complaint, with such review to take place not more than 15 working days after appointment of the Review Team. The institution shall be given written notification of the institutional review, with such notification stating the purpose of the review, the names of the review team members, and the dates during which the review will be conducted;
- 3. The Review Team shall review institutional documents and interview faculty, staff, and students relative to the complaint;
- 4. Within 5 working days after completion of the institutional review, the Review Team shall submit to the Program Committee of the Board a written report containing the results of its findings and its recommended action:

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to the issuance of the Letter and provide the institution 3 working days in which to provide adequate evidence for the Chairperson to rescind the Letter or take other action.

The Chairperson shall notify all BOR members of its action on the same day the Temporary Suspension of License and Operations letter is delivered to the licensee.

If the institution disputes the problem or problems cited for suspending operations then the timelines stated in Section **017** shall begin. However, unless compelling evidence to the contrary exists, the suspension shall remain in force during the Section **017** process.

018 Student Records

The institution shall make adequate provision for the maintenance of all **academic** records, financial aid information, and other **student** records in original document or hard copy in a permanent form, for example, original paper copy or compact disc.

The Board will not be responsible for student records if an institution decides to close. A closing institution is expected to make arrangements with another college or university or with the CNMI archives to preserve student records, and to inform the Board about such arrangements. Prior to closure, the institution shall attempt to notify every current and past student by mail about the closure, where the academic records are being stored, and how students can access those records. The same information shall be placed in advertisements in all local newspapers for a period of not less than one week.

To the extent possible and practical, a copy of a student's academic record should also be forwarded to the individual student.

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019 Accreditation **Status**

The CNMI Board of Regents is not an accrediting body. Therefore, the Board's issuance of a license to establish an institution of higher education in the CNMI does not constitute accreditation of the institution. Within three years, all institutions receiving a license are expected to seek accreditation from the Western Association of Schools and Colleges or from some other appropriate accrediting body recognized by a U.S. government agency; and, the BOR may at its discretion require the licensee to do so.

020 Hold Harmless

The Applicant will Hold Harmless the Board of Regents (BOR), its staff, consultants, and other personnel from any liability whatsoever resulting from the assessment of the material provided to the BOR for purposes of deciding whether or not to issue a license to the Applicant for purposes of operating a postsecondary educational institution in the CNMI. This provision will, in no way, derogate from, detract or limit the immunity of Northern Marianas College, the Board of Regents, its staff, consultants, and other personnel under law.

020.01 Indemnity

The Applicant upon being licensed by the BOR will indemnify, defend and hold harmless the BOR, its staff, consultants, and other personnel from and against any and all claims, demands, liabilities, damages, losses, costs and expenses, including without limitation, reasonable attorneys' fees in connection with any claim, action, or proceeding brought by any third party resulting from or arising out of any breach by the licensee for any reason whatsoever.

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021 Investigation

Nothing in this Licensing Policy shall affect the ability of the Division of Immigration to investigate and/or determine whether a licensed institution is in compliance with Immigration Regulation 706(H) concerning foreign student attendance.

COMMONWEALTHREGISTER



Office of the Mayor

MUNICIPALITY OF TINIAN AND AGUIGUAN
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SAN JOSE VILLAGE, TINIAN, MP 96952
E-mail: mayortig@gtepacifica.net

Phone: (670) 433-1800 (670) 433-1807 Fax: (670) 433-1819

NOTICE AND CERTIFICATION OF ADOPTION OF REGULATION FOR THE CONTROL OF STRAY AND FERAL DOGS ON THE ISLANDS OF TINIAN AND AGUIGUAN

I, Mayor Jose Pangelinan San Nicolas, Office of the Mayor, Municipality of Tinian and Aguiguan, which is promulgating regulations for the control of stray and feral dogs on the islands of Tinian & Aguiguan published in the Commonwealth Register Volume 28 Number 05, May 19,2006 at pages 025707 through 025714, by signature below hereby certify that as published such rules are true, complete, and correct copy of the Stray and Feral Dog Regulations previously proposed by the Office of the Mayor of Tinian & Aguiguan which, after the expiration of appropriate time for public comment, have been adopted. I further request that this Notice and Certification of Adoption be published in the CNMI Commonwealth Register.

I declare under penalty and perjury that the foregoing is true and correct and that this **declaration** was executed on this 19" day of **June** 2006 at Tinian, **Commonwealth** of the Northern **Mariana** Islands.

OSE PANGELINAN SAN NICOLAS

Mayor

Municipality of Tinian & Aguiguan

PAGE



Northern Mariana Polands

"Investing For The Future Financial Security Of Our Members"

NOTICE OF CERTIFICATION AND ADOPTION OF THE AMENDED PROPOSED AMENDMENTS TO THE RULES AND REGULATIONS OF THE GROUP HEALTH INSURANCE PROGRAM

I, Joseph C. Reyes, Chairman of the Northern Mariana Islands Retirement Fund, Commonwealth of the Northern Mariana Islands, which promulgating the Rules and Regulations Governing the Group Health Insurance Program published in the Commonwealth Register, Volume 28, Number 4, April 17, 2006, at pages 25589-25605 and repromulgated as amended and republished in the Commonwealth Register, Volume 29, Number 5, May 19,2006, at pages 25715-47 by signature below hereby certify that as published such rules are a true, complete, and correct copy of the Rules and Regulations Governing the Group Health Insurance Program previously proposed by the NMI Retirement Fund which, following minor amendment, and after the expiration of appropriate time for public comment, have been adopted. By signature below, I hereby certify that the Rules and Regulations Governing the Group Health Insurance Program attached hereto and published herewith, are a true, correct, and complete copy of the Rules and Regulations Governing the Group Health Insurance Program as adopted by the NMI Retirement Fund. I further request and direct that this Notice and Certification of Adoption be published in the CNMI Commonwealth Register.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 6th day of June. 2006 Commonwealth of the Northern Mariana Islands.

JOSEPH C. REYES

Chair, Board of Trustees **NMI** Retirement Fund

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ARTICLE 2 - DEFINITIONS

- 2.07. "Child" means a Subscriber's unmarried
 - a. natural Child;
 - b. legally adopted Child or Child placed for adoption;
 - c. stepchild living with the Subscriber in a normal parent/Child relationship.

so long as such Child is under the age of 18 and primarily supported by the Subscriber. However, coverage may be available for a Child over 18 years if the Child meets the exception in Article 3, Section 3.02. If a court of competent jurisdiction has ordered that the Subscriber provide health insurance coverage for such Child, the Child need not be primarily supported by the Subscriber.

- 3.04. Retiring Employees. An Employee who was enrolled in the Program on the day immediately preceding his or her date of retirement is eligible to continue enrollment in this Program for himself or herself, as a Retiree, and to continue the enrollment of any Dependents who were enrolled as of the last day of the Employee's employment. However, an Annuitant only has a one-time option to enroll and such option must be exercised at the time he or she is electing to retire, and the Annuitant who fails to do so, will be forever ineligible for enrollment of the Annuitant and any Dependents of the Annuitant.
- 3.05. Retirees and Their Dependents in Prior Program. A Retiree and his or her Dependents are eligible to enroll in the Program if they
 - a. have exercised their one-time option to enroll in the Program; and
 - b. had no break in coverage under any Prior enrollment (maintained status in the Program after one-time election of coverage). However, an Annuitant only has a one-time option to enroll and such option must be exercised at the time he or she is electing to retire, and the Annuitant who fails to do so, will be forever ineligible for enrollment.
- 3.15. Coverage of Spouses. Eligibility of current Spouse only. No Subscriber may enroll a Spouse unless currently legally married.

ARTICLE 4 - ENROLLMENT

- 4.01 Enrollment Options and Categories.
 - A. Option for coverage available under the Plan is as follows:
 - 1. 80/20 coverage. The Plan pays 80% of Eligible Charges, and the Enrollee pays 20%.

- B. Enrollment categories.
 - 1. Available category and code:
 - a. Single, Enrollment Code No. 1
 - b. Couple, Enrollment Code No. 2
 - c. Family, Enrollment Code No. 3
 - 2. Category explanations:
 - a. **"Single"** refers to the Subscriber only. Only one Enrollee may be covered under this category of the Plan.
 - b. **"Couple"** refers to a Subscriber with one (1) Dependent. The Dependent may be a Spouse or eligible Child, but a maximum of two (2) total Enrollees (including the Subscriber) may be covered under this category of the Plan.
 - c. **"Family"** refers to a Subscriber with two (2) or more Dependents. The Dependents may be a Spouse and eligible Children or all eligible Children (including the Subscriber) may be covered under this category of the Plan.

3. Category Examples:

Single	Employee only	1 total Enrollee	
Couple	Employee + Spouse OR Employee + eligible Child	2 total Enrollees	
Family	Employee + Spouse + 1 or more eligible Children OR Employee + 2 or more eligible Children	No limit to the number of eligible Enrollees	

4.06. Rules for Persons Retiring from Government Employment. Enrollment in the Program may be continued for an Employee who retires from Government employment and who was an Enrollee in the Program on the day before his or her date of retirement, by filing an Application Form prescribed by the Administrator whether to continue or discontinue enrollment for both Retiree and hislher Dependents and acknowledging that he or she understands the consequences as specified in this Article for discontinuing enrollment. The Retiree's election to continue enrollment shall be effective to continue enrollment of hislher Dependents enrolled as of the date of the Retiree's dates of retirement. However, an Annuitant only has a one-time option to enroll and such option must be exercised at the time he or she is electing to retire, and the Annuitant who fails to do so, will be forever ineligible for enrollment of the Annuitant and any Dependents of the Annuitant.

ARTICLE 5 - BENEFITS

5.02. Chart. The chart below is a summary of the Plan's Covered Benefits. Enrollees should not rely only on this outline. Enrollees must review this entire Plan Document to fully understand the Covered Benefits including the limitations, maximums and exclusions that are detailed in Articles 6, 7 and 8 of this Plan Document.

SUMMARY OF COVERED BENEFITS

	ENROLLMENT CODES I , 2 AND 3
Annual Maximum Per Enrollee (Plan Year is 1/1/xx-12/131/xx)	\$100,000
Lifetime Maximum per Enrollee	\$500,000
Out-Of-Pocket Maximums per Enrollee – 20% of the first \$20,000 per Enrollee per year, then Plan pays 100%	\$4,000
Out-Of-Pocket Maximums per Family (by Coverage	Single - \$4,000
Category)	Couple - \$8,000
	Family - \$12,000
FACILITY SERVICES	
Hospital Room & Board: Including semi-private room and board	80%
ICU Room & Board	80%
Skilled Nursing Room & Board	80%
	60 Day Max per Year
Other in-patient and out-patient hospital charges such as operating room, drugs, x-ray, laboratory, and medical supplies	80%
PRESCRIPTION DRUG SERVICES	
Prescription Drugs All covered generic medications are preferred and covered at 20% coinsurance for participating Providers, 30% for non-participating Providers. Non-formulary Brand medications require a 50% member coinsurance amount	Enrollee pays the following for each medication prescribed: 20% coinsurance for generic, 20% coinsurance for name-brand plus the difference in cost between the generic and name-brand dispensed by a Participating Provider or 30% coinsurance for generic, 30% coinsurance for name-brand plus the difference in cost between the generic and name-brand dispensed by a Non-Participating Provider and 50% coinsurance for non-formulary brand prescriptions dispensed by a Participating or Non-Participating Provider for a 30-day supply from a pharmacy or a 90-day supply from the Plan's mail order Rx service, or

	a pharmacy (pharmacy or Enrollee will be reimbursed at the mail order reimbursement rate). Certain medications may have a 30-day supply maximum and may not be eligible for the 90-day supply or available under the mail order program.
COVERED SERVICES	
Allergy Testing & Treatment	80%
Ambulance: Surface only	80%
Annual Physical Exams: Including chest x-ray, BP check, cholesterol screening (>25yrs), mammogram, PAP smear, vision & hearing screening. Max. of \$150 per enrollee per year (age 18 and above).	80%
Birth Control ■ Contraception – birth control devices.	80%
Blood and Blood Products	80%
Dental Work & Oral Surgery due to accident or injury only, including: fractures of jaw or facial bones, congenital anomalies, stones in salivary ducts, impacted teeth, problems with oro-facial muscle attachments, & other surgery on tissues of the mouth.	80%
Durable Medical Equipment: wheelchairs, crutches, walkers, suction machines, hospital beds, commodes, O ₂ , o 2 accessories, respirators and braces (e.g. leg, arm or back).	80%
Hearing Aids: two (2) devices every 5 years, maximum allowable is \$750 per device.	80%
Home Health Visits (Limited to 150 visits/vear)	80%
IV therapy in the office and in the home	80%
Maternity Care: Including physician's care of mother before, during and after delivery (1 postpartum visit), physician's hospital care of mother and newborn)	80%
Mental Health / Substance Abuse Services: Inpatient: Includes Professional services related to inpatient care.	80%
Outpatient: Includes Professional services related to outpatient care.	Maximum of \$1,000 per year
Newborn Nursery Services for days in which the mother & newborn are both confined. All other expenses, newborn must be enrolled within 30 days from birth.	80%
Organ Transplants: Cornea, Heart, Heart-Lung, Kidney, Kidney-Pancreas, Lung, Pancreas, Bone Marrow, as specified in Plan, and Liver, as specified in Plan.	80%
Physical Therapy / Occupational Therapy / Chiropractic Care. Maximum of \$25 per visit & 15 visits per enrollee per year.	80%
Physician Office Visits.	80%
Prosthetic Devices (other than dental).	80%
Sleep Study: One (1) complete study per lifetime	80%
Smoking Cessation Counseling (one series per lifetime).	80%
Speech Therapy.	80%
Well Child Care up from Age 0-18: Including routine immunizations & screenings for anemia, TB, hearing and vision problems.	80%
EXCLUSIONS - NOT COVERED UNDER THE PLAN	
Abortions (elective)	Orthopedic Shoes, Insoles & other supportive devices
Acupuncture	Palliative Treatment
Air Ambulance	Personal comfort and convenience items
Air conditioners, humidifiers, de-humidifiers & purifiers	Physical Exam for obtaining or continuing employment, insurance, gov't. licensing, or sports

Biofeedback	Physical Therapy except as specified above
Chiropractic Care except where specified above	Private Duty Nursing
Circumcision, routine or ritual	Rehabilitationtherapy except as specified in Plan
Consultation with Provider via phone, fax or e-mail	Rest Cures
Contact lenses, eyeglasses, and refractive surgery	Rest Homes, sanitariums, & other non-hospitals or non-
Cosmetic Surgery and other cosmetic services	Reversal of Voluntary Sterilization
Custodial, Domiciliary and Convalescent Care, including nutritional supplements	
Dental work or oral surgery, including endodontic (root canal) & periodonticservices	Suicide Attempts & related injuries
Donor Services	Services for an injury or illness resulting from natural disaster or act of War
Drugs and Medicines for which a prescription is not required under U.S. federal law	Services for an injury sustained, either as driver or passenger, from racing or speed testing a motor vehicle
Exercise Equipment, vitamins, steroids and muscle stimulation devices	Services for an injury sustained because of a criminal act by the Enrollee including DUI by the Enrollee
Experimental or investigative services	Services for an intentionally self-induced illness or self-inflicted injury, while the Enrollee was sane or insane
Fertility / Infertility Services	Services or supplies for treatment or diagnosis of Temporomandibular Joint (TMJ) disorders or other conditions involving joints or muscles related to TMJ.
Foot reflexology except as related to diabetic conditions	Services rendered by an immediate relative or member of the Enrollee's household.
Gastric Bypass	Sexual dysfunction services
Growth Hormone Therapy	Telephone calls by doctors
Heat Lamp Treatments (except as related to Maternity Services)	Training for custodial care or self-care
Hospice Care	Transportation of remains of deceased
Implants, supplies and drugs for cosmetic purposes	Transportation other than ground ambulance service
Liposuction	Transsexual services
Living Expenses	Treatment of baldness and hair loss
Massage Treatments	Tuberculosis
Maternity Care for non-Spouse Dependent	Weight Control Programs or drugs, food products, supplements or services for weight reduction: even if prescribed by a physician
Military Service-Connected Injuries or disabilities	Workers' Compensation related services
Occupational Therapy except where specified above	

All services are subject to "Medical Necessity" and in most cases MUST be ordered by a licensed Physician.

- **5.04.** Other Benefits. Subject to the definitions, limitations, maximums and exclusions of the Program, Eligible Charges for the following Services, in or out of a Hospital, are Allowable Expenses:
 - 2. Surgical and Medical Services.
 - k. Mental Health / Substance Abuse Services. Services of a licensed psychiatrist or psychologist for treatment of mental, psychoneurotic or personality disorders and substance abuse as it relates to alcohol, drug or intoxicating substance abuse, dependence or addition. If Services are provided by a psychologist, such Services must be in accordance with a referral and specific instructions as to treatment type and duration by a Doctor of Medicine (M.D.).

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Inpatient mental health / substance abuse Services for room and board and other inpatient diagnostic and laboratory Services shall be covered by the Plan on the same basis as other inpatient Hospital and medical and surgical benefits and subject to the same limitations, except as otherwise stated herein.

3. **Outpatient Services.**

Birth Control/Contraception. Prescription contraceptives and d. birth control devices.

6. **Maternity Services.**

Prenatal Care. Standard prenatal care, as recommended by The a. American College of Obstetricians and Gynecologists, and the ensuing childbirth or miscarriage, and any medical conditions relating thereto. Diagnostic tests, including genetic screening, related to the unborn Child are eligible for payment or reimbursement only when Medically Necessary and ordered by a Doctor or Physician.

7. **Preventive Care Services.**

- Annual Physical Check-Up (Exam). One (1) annual physical a. exam per Enrollee (age 18 and above), except as excluded in Article 8, including, but not necessarily limited to one:
- b. Family Planning. Limited to one (1) surgical procedure for tubal ligation or vasectomy per lifetime.
- Well-Child Care. Well-Child care program age 0-18, including e. immunizations for DPT, typhoid, cholera, polio, small pox, mumps, measles, rubella, hepatitis, influenza, whooping cough, typhus, tetanus, chicken pox and any other immunizations required by the laws of the jurisdiction in which the Child is domiciled, and screening for anemia, tuberculosis, and hearing and vision problems.

Subject to the Plan's Schedule of Benefits, covered well-Child care visits are limited to seven (7) routine well-baby visits during the first twelve (12) months of a Child's life, two (2) visits during the second (next) twelve (12) months, and one (1) annual visit during ages two (2) through eighteen (18).

14. Allergy Testing and Treatment. Allergy testing and treatment is allowable as services are rendered per CPT Codes with no maximum, restriction or time period for such services. Allergy treatment and Medication is covered on the same basis as other medical conditions under the Plan.

ARTICLE 6 - COINSURANCE AND CO-PAYMENTS

6.03. Except as otherwise specifically provided in Article 7, Enrollees in the Plan must pay a Coinsurance amount of 20% of Eligible Charges for all Covered Benefits specified in Article 5. Section 5.02.

ARTICLE 7 - LIMITATIONS AND MAXIMUMS

7.01. Inpatient Limitations.

- Α. On-island Hospital Room and Board. The Program will pay 80% of the appropriate hospital rate billed for room and board and general nursing care while an Enrollee is confined in an On-island Hospital, unless the Enrollee is confined in a Hospital intensive care unit.
- B. On-island Intensive Care Room and Board. The Program will pay 80% of the appropriate hospital rate billed for room and board and general nursing care while an Enrollee is confined in an On-island Hospital intensive care unit.
- C. On-island Skilled Nursing Facility Room and Board. The limit of 60 days per Plan Year the maximum amount the Program will pay for room and board and general nursing care while an Enrollee is confined in an On-island Skilled Nursing Facility.
- 7.02. Physical Exam Limitation. The maximum amount the Program will pay for physical exams is limited to \$150 per Enrollee (age 18 and above) per Plan Year.
- 7.06. Mental Health / Substance Abuse Limitations. The Plan has a limit of \$1000.00 per Enrollee per Plan Year as the maximum amount the Program will pay for Doctors' and/or psychologists' Services in connection with inpatient or outpatient treatment of Mental or Nervous Disorders and substance abuse. No mental health / substance abuse Services shall be eligible for reimbursement hereunder unless
 - the Enrollee has a Nervous or Mental Disorder classified as such in the I. current (at the time of diagnosis) version of the Diagnostic and Statistical Manual of the American Psychiatric Association; and
 - ii. the Services are provided under an individualized treatment plan approved by a Physician, psychologist, clinical social worker or advanced practice registered nurse.
 - iii. Epilepsy, senility, mental retardation or other developmental disabilities do not in and of themselves constitute a Mental Disorder.

- 7.07. **Sleep Disorder Limitations.** Upon Physician referral, the Plan will pay for one (1) complete study per lifetime per Enrollee, to a licensed and/or approved sleep center, for diagnosis and/or treatment of a sleep disorder.
 - A. The Plan will cover eighty percent (80%), with the Enrollee paying the twenty percent (20%) Coinsurance.
 - B. The maximum dollar benefit the Plan will pay in any case is \$2,000.00, per Enrollee, per visit.

7.08. Family Out-Of-Pocket Maximums.

- A. The family Out-Of-Pocket Maximum is the total aggregate maximum amount that a Subscriber must pay in Allowable Expenses for Covered Benefits, specified in Article 5, Section 5.02, incurred during a Plan Year for all Enrollees in that Subscriber's family unit combined. Once a family's Out-Of-Pocket Maximum is reached, all Enrollees in such family will be considered to have reached their Coinsurance maximum, and the Program will pay 100% of Allowable Expenses for Covered Benefits, specified in Article 5, Section 5.02, up to the Annual and Lifetime Maximums.
- B. For Enrollees in the Plan, the family Out-Of-Pocket Maximums per category are defined in Article 5, Section 5.02.

7.09. Annual Maximums.

The total benefits provided to an Enrollee under this Plan shall not, under any circumstances, exceed \$100,000, Annually. The maximum shall apply to any and all benefits provided an Enrollee in the aggregate during the Plan Year under this Plan, whether such Enrollee derives such benefits as an Enrollee or as a Dependent or whether there is any interruption in the continuity of his or her coverage under this Plan.

- A. Under the Plan, the Annual Maximum that the Program will pay per Enrollee for all Covered Benefits, specified in Article 5, Sections 5.04.1 through 11 (combined), incurred during a Plan Year is \$100,000.
- B. Once the Program has paid out the total amount of the Annual Maximum for an Enrollee, the Enrollee will not be entitled to coverage under the Program for the remainder of that Plan Year.

7.10. Lifetime Maximums.

The total benefits provided to an Enrollee under this Plan shall not exceed \$500,000, Lifetime. The maximum shall apply to any and all benefits provided an Enrollee in the aggregate during his or her lifetime under this Plan, whether such Enrollee derives such benefits as an Enrollee or as a Dependent or whether there is any interruption in the continuity of his or her coverage under this Plan.

- Α. Under the Plan, the Lifetime Maximum that the Program will pay is \$500,000 per Enrollee for all Covered Benefits, specified in Article 5. Sections 5.04.1 through 11 (combined), incurred during the Enrollee's lifetime.
- B. If an Enrollee terminates the Program and later re-enrolls, his or her Lifetime Maximum will be that amount remaining as of the last day the Enrollee was enrolled in the Program, including all reductions for payments of Covered Benefits, specified in Article 5, Section 5.02 under Facility Services, Prescription Drug Services and for Physician office visits under Covered Services (combined), which were incurred prior to the date of termination and paid either before or after such date.
- C. Once the Program has paid out the total amount of the Lifetime Maximum for an Enrollee, the Enrollee will not under any circumstances be entitled to coverage or indemnification under the Program for the remainder of his or her life.

ARTICLE 8 - EXCLUSIONS

- 8.01. The limitations and exclusions provided under this Article shall be in addition to any limitations and exclusions provided elsewhere in this Plan.
 - G. The following charges and Services are not Covered Benefits under the Program. The fact that a Service may be Medically Necessary or that a Doctor may prescribe, recommend or approve a Service does not, of itself, make the charge for such Service an Allowable Expense under the Program, even though the Service is not specifically listed as an exclusion.
 - 2. Services.

ARTICLE 10 - PREMIUMS

10.15. The Chart below details the bi-weekly Contributions required from Subscribers and the Government, and the total Premium, beginning on the Effective Date of this Plan Document, which Effective Date is July 1, 2006. Beginning with the partial Plan Year that commences July 1, 2006, the Government Contribution and total Premium for each category and coverage shall be as follows (see next page).

Unless determined otherwise by actuarial study and recommendation, the Government Contribution to Premiums shall increase by five percent (5%) annually, each such increase to become effective at the beginning of the Plan Year, with the first such increase being effective in January 2003. automatic increases shall continue annually until such time the Government's Contribution is equal to the Subscriber's Contribution.

Contribution Rates Rates Effective July 1, 2006

Type of Enrollment	Enrollment Code Number	Contribution Distribution	Retiree Semi-monthly Cost	Active Bi-weekly Cost
Single	1	Government Contribution Subscriber Contribution Total Premium	\$14.66 <u>\$55.34</u> \$70.00	\$13.55 <u>\$51.45</u> \$65.00
Couple	2	Government Contribution Subscriber Contribution Total Premium	\$ 26.53 <u>\$103.47</u> \$130.00	\$ 24.51 <u>\$ 90.49</u> \$115.00
Family	3	Government Contribution Subscriber Contribution Total Premium	\$ 50.49 <u>\$139.51</u> \$190.00	\$ 46.60 <u>\$133.40</u> \$180.00

Enrollees' premium rates may vary from time to time. In the event an increase in premiums is necessary, the Board of Trustees of the NMI Retirement Fund will promulgate this increase in the Commonwealth Register pursuant to the Administrative Procedures Act.

ARTICLE 15 - CHANGING BENEFITS AND ENROLLMENT

15.01. The benefit option under the Program is "80/20". The enrollment options under the Program are "single", "couple", or "family".

The following table summarizes some basic rules for changing enrollment options:

(SEE CHART ON NEXT PAGE)

CHART ON CHANGING ENROLLMENT OPTIONS

Events which permit enrollment or change in enrollment	Changes permitted by Subscriber or prospective Subscriber			Time during which an application form must be filed with the Administrator		
	From not enrolled to ENROLLED	From SINGLE to Couple	From SINGLE to Family	From Family to SINGLE	From Family to Couple	
Open Season	YES	YES	YES	YES	YES	November of each year or as otherwise specified by the Administrator.
Acquisition of Spouse or Child	NO (unless special enrollment permitted)	YES	YES	NO	NO	Within 30 days of acquisition (or according to HIPAA rules for special enrollment)
Loss of other coverage	NO (Unless special enrollment permitted)	YES	YES	N/A	NIA	According to HIPAA rules of special enrollment.
Divorce, legal separation. annulment, death of a Spouse or Child, a Child's loss of Dependent Status	NO (Unless special enrollment permitted)	NO (Unless special enrollment permitted)	NO (Unless special enrollment permitted)	YES	YES	Within 30 days of event (or according to HIPAA rules for special enrollment)
Change in status from Spouse to Survivor of former Retiree	YES	YES	YES	YES	YES	Within 30 days of (a) the date the Administrator approves the Survivor's application for survivor annuity benefits, or (b) the original effective date of this Plan Document.

The chart in 15.01 above is a summary of some basic rules for changing benefit or enrollment options and is not an all inclusive listing of all possible situations. Subscribers should not rely only on this chart, but must also review this entire Plan Document, including Article 3 on eligibility and Article 4 on enrollment to fully understand these rules.

DRUG FORMULARY

Effective July 1, 2006

This list is designed to serve as a reference guide and assist in the selection of cost effective pharmaceutical products. The formulary is not intended to be a substitute for your clinical knowledge and judgment. In all cases, the prescriber is expected to select appropriate drug therapy for the individual patient and provide high quality healthcare. Preferred Brand Medications are listed below. All covered generic medications are preferred and covered at 20% coinsurance for participating providers, 30% for non-participating providers. Brand medications that have a generic equivalent are covered at 20% coinsurance for participating providers, 30% for non-participating providers with the member also absorbing the cost difference between the brand and generic alternative. Non-formulary Brand medications require a 50% member coinsurance amount.

NON-FORMULARY	FORMULARY ALTERNATIVE(S)
A/T/S	Erythromycin
ACCUTANE	Amnesteem
	Claravis
	Isotretinoin
	Sotret
ACEON	ACCUPRIL
	ALTACE
	Benazepril
	Captopril
	Enalapril
	Lisinopril
	Quinapril
ACIPHEX	Omeprazole
	PREVACID
	PROTONIX
ACTIGALL	Ursodiol
ACUFLEX	APAP W/ Codeine
ACULAR LS	ALOMIDE
	Dexamethasone
	Fluorometholone
	LIVOSTIN
	PATANOL
	Prednisolone
	ZADITOR
ADALAT CC	Nifedipine CC
ADDERALL	Amyhetamine/Dextroamphetamine
ADOXA / PAK	Doxycycline

NON-FORMULARY	FORMULARY ALTERNATIVE(S)
ADVANCE DIABETIC SUPPLIES	ACCU-CHEK / SIMPLICITY
	CHEMSTRIP BG
	FASTTAKE
	ONE TOUCH / ULTRA
	SURE STEP / PRO
AERO OTIC HC	Acetasol HC
AEROBID / M	AZMACORT
	FLOVENT / HFA
	PULMICORT
ALAMAST	ALOMIDE
	LIVOSTIN
	PATANOL
	ZADITOR
ALBALON	Naphazoline
ALCORTIN	Hydrocortisone Valerate
ALDACTAZIDE 25/25mg	Spironolactone / HCTZ
ALDACTONE	Spironolactone
ALESSE	Aviane
	Lessina
	Levora
	NORDETTE
	Portia
ALINIA	Metronidazote
ALOCRIL	ALOMIDE
	LIVOSTIN
	PATANOL
	ZADITOR
ALTOPREV	LIPITOR
	Lovastatin
	VYTORIN
AMERGE	IMITREX
	MAXALT / MLT
	ZOMIG / ZMT
AMEVIVE	DOVONEX
	TAZORAC
ANAMANTLE HC	Hydrocortisone
	Lidocaine
ANAPROX / DS	ARTHROTEC
	Etodolac
	Flurbiprofen
	Nabumetone
	Naproxen
	Oxaprozin

NON-FORMULARY	FORMULARY ALTERNATIVE(S)
ANASPAZ	Dicyclomine
- 11	Glycopyrrolate
	Hyoscyamine
	PRO-BANTHINE
ANCOBON	DIFLUCAN
	Fluconazole
	Griseofulvin
	Ultramicrosize
	Itraconazole
	Ketoconazole
	LAMISIL
	Nystatin
	SPORANOX
ANDROID	ANDRODERM
	ANDROGEL
	TESTIM
ANSAID	ARTHROTEC
	Etodolac
	Flurbiprofen
	Nabumetone
	Naproxen
	Oxaprozin
ASCENSIA	ACCU-CHEK / SIMPLICITY
	CHEMSTRIP BG
	FASTTAKE
	ONE TOUCH / ULTRA
	SURE STEP I PRO
AT LAST	ACCU-CHEK/SIMPLICITY
	CHEMSTRIP BG
	FASTTAKE
	ONE TOUCH / ULTRA
	SURE STEP / PRO
ATACAND/HCT	COZAAR
	DIOVAN/HCT
	HYZAAR
ATARAX	Hydroxyzine HCI
ATIVAN	Lorazepam
ATROVENT NASAL SPRAY	Ipratropium Nasal Spray
AVALIDE	DIOVAN HCT
	HYZAAR
AVAPRO	COZAAR
	DIOVAN
AVAR GEL	DIFFERIN
	Sulfacetamide Sodium /Sulfur
	. Tretinoin

NON-FORMULARY	FORMULARY ALTERNATIVE(S)
AVELOX / ABC	Ciprofloxacin
	LÉVÁQUIN
AVENTYL	Nortriptyline
AVINZA	ACTIQ
	Hydrocodone / APAP
	Hydromorphone
	MS CONTIN
	MSIR
	Oxycodone / APAP
	OXYCONTIN
AXERT	IMITREX
	MAXALT/MLT
	ZOMIG/ZMT
AXID	Cimetidine
	Ranitidine
AYGESTIN	AVITA
	BENZACLIN
	Clindamycin
	DIFFERIN
	Erythromycin
	RETIN-A MICRO
	TAZORAC
	Tretinoin
B-D TEST STRIPS	ACCU-CHEK / SIMPLICITY
	CHEMSTRIP BG
	FASTTAKE
	ONE TOUCH / ULTRA
_	SURE STEP / PRO
B-D ULTRA FINE	ONE TOUCH / ULTRASOFT
	SOFTCLIX
	SOFT TOUCH
BACTRIM / DS	SMZ-TMP / DS
BARACLUDE	EPIVIR HBV
BENADRYL	Diµhenhydramine
BENICAR / HCT	COZAAR
	DIOVAN/HCT
_	HYZAAR
BENTYL	Dicyclomine
	Glycopyrrolate
	Hyoscyamine
	PRO-BANTHINE
BENZAMYCIN / PAK	BENZACLIN
	DUAC
	Erythromycin-Benzoyl

NON-FORMULARY	FORMULARY ALTERNATIVE(S)
BETAGAN	ALPHAGAN P
	AZOPT
	Betaxolol
	Brimonidine
	Levobunolol
	LUMIGAN
	Timolol / XE
1	XALATAN
BETAPACE	Sotalol
BIO-THROID	Levothroid
	Levothyroxine
	LEVOXYL
	SYNTHROID
\[\frac{1}{2} \]	UNITHROID
BLEPH-10	Sodium Sulfacetamide
BONNA	ACTONEL
	FOSAMAX
BRAVELLE	FOLLISTIM AQ
	REPRONEX
BREVICON	Necon
	Nortrel
BUSPAR	Buspirone
CALAFOLRX	GLUTOFAC ZX
	Nu-Iron-V
	VITAFOL
CALAN/SR	Verapamil / SR
CAMPRAL	ANTABUSE
CANTIL	Dicyclomine
	Glycopyrrolate
	Hyoscyamine
	PRO-BANTHINE
CAPITAL W-CODEINE	APAP W/ Codeine
CAPOTEN	ACCUPRIL
	ALTACE
	Benazepril
	Captopril
	Enalapril
	Lisinopril
[Quinapril
CAPOZIDE	ACCURETIC
	Beazepril / HCTZ
	Captopril / HCTZ
	Enalapril / HCTZ
	Lisinopril / HCTZ
	Quinaretic
	<u> </u>

NON-FORMULARY	FORMULARY ALTERNATIVE(S)
CARAFATE TABS	Sucralfate
CARDENE / SR	Felodipine ER
	Nifedipine
	NORVASC
	PLENDIL
	VERELAN PM
CARDURA	Doxazosin
CATAFLAM	ARTHROTEC
	Diclofenac Potassium
	Etodolac
	Nabumetone
	Oxaprozin
CATAPRES	Clonidine
CECLOR	Cefadroxil
	Cefpodoxime
	Cefuroxime
	CEFZIL
	Cephalexin
	Cephradine
	OMNICEF
	VANTIN
CEDAX	Cefadroxil
	Cefpodoxime
	Cefuroxime
	CEFZIL
	Cephalexin
	Cephradine
	OMNICEF
	VANTIN
CEFTIN TABS	Cefuroxime
CENESTIN	Estropipate
	PREMARIN
CENOGEN ULTRA	NATALCARE
CENTANY	Mupirocin
CEREFOLIN	V-C Forte
	VICON FORTE
CHROMAGEN / FA / FORTE	Ferotrinsic
	Foltrin
	TRINSICON
CIALIS	CAVERJECT
	EDEX
	VIAGRA
CILOXAN	Ofloxacin
	VIGAMOX
CIPRO / XR	Ciprofloxacin
	Οιρτομολάσια

NON-FORMULARY	FORMULARY ALTERNATIVE(S)
CIPRO HC OTIC	Acetic Acid / HC Otic
	CIPRODEX
	FLOXIN OTIC
	Neomycin / Polymyxin / HC Otic
CLARINEX / D	ALLEGRA / D
	ZYRTEC/D
CLENIA	DIFFERIN
CELITI	Sulfacetamide Sodium/Sulfur
	Tretinoin
CLEOCIN CAPS 150mg, 300mg	Clindamycin
CLEOCIN-T	Clindamycin Phosphate
CLLOCHV-1	FINACEA
	METROCREAM
	METROGEL
	METROLOTION
	Metronidazole
	Sodium Sulfacetamide/Sulfur
CLINDAGEL	Clindamycin Phosphate
CENTORICE	FINACEA
	METROCREAM
	METROGEL
	METROLOTION
	METROLOTION Metronidazole
	Sodium Sulfacetamide/Sulfur
CLINDESSE	CLEOCIN VAGINAL CREAM
CENTERSE	Clindamax
CLINDETS	Clindamycin Phosphate
	FINACEA
	METROCREAM
	METROGEL
	METROLOTION
·	Metronidazole
	Sodium Sulfacetamide /Sulfur
CLINORIL	ARTHROTEC
	Etodolac
	Nabumetone
	Oxaprozin
	Sulindac
CLOBEX	Clobetasol Propionate
CLOMID	Clomiphene
COGNEX	ARICEPT
	EXELON
	NAMENDA
	REMINYL
COLY-MYCIN M	TOBI
<u> </u>	Tobramycin

NON-FORMULARY	FORMULARY ALTERNATIVE(S)	
COLY-MYCIN S	Acetic Acid / HC Otic	
	CIPRODEX	
	FLOXIN OTIC	
	Neomycin / Ploymyxin / HC Otic	
COLYTE / FLAVORED	PEG 3350/Electrolytes	
COMBUNOX	Oxycodone / APAP	
	Oxycodone / ASA	
COMPAZINE	Prochlorperazine	
CONCERTA	METADATE CD	
	METADATE ER	
	METHYLIN ER	
	Methylphenidate ER	
	RITALIN LA	
CORTANE-B-OTIC	Acetic Acid / HC Otic	
	CIPRODEX	
	FLOXIN OTIC	
	Neomycin / Polymyxin / HC Otic	
CORTISPORIN OINT.	Bacitracin / Polymyxin / Neomycin / HC	
CORTISPORIN/TC OTIC	Acetic Acid / HC Otic	
	CIPRODEX	
	FLOXIN OTIC	
	Neomycin / Polymyxin / HC Otic	
COSOPT	ALPHAGAN P	
	AZOPT	
	Betaxolol	
	Brimonidine	
	Levobunolol	
	LUMIGAN	
	Timolol / XE	
<u> </u>	XALATAN	
COVERA-HS	Diltiazem	
	Felodipine ER	
	NORVASC	
	PLENDIL	
CDECTION	VERELAN PM	
CRESTOR	LIPITOR	
	Lovastatin	
CHENNIATOR	VYTORIN	
CUTIVATE	ACLOVATE	
	Alclometasone	
	Betamethasone Valerate	
	ELOCON	
	Fluocinolone	
	Acetonide	
	Fluticasone	
	Hydrocortisone Valerate	
	Mometasone Furoate	

	Triamcinolone Acetonide
CYMBALTA	EFFEXOR/XR
CYSTOSPAZ/M	Dicyclomine
01010011=/1/1	Glycopyrrolate
	Hyscyamine
	PRO-BANTHINE
CYTOTEC	Misoprostol
D.H.E. 45	ERGOMAR
	Isometheptene / APAP /
	Dichloralphenazone
	MIGRANAL
DARVOCET A500 / DARVOCET-N 100	Propoxyphene / APAP
	Propoxyphene-N
	Acetaminophen
DARVON / DARVON COMPOUND	Propoxyphene HC1
	Propoxyphene/APAP
DAYPRO	Oxaprozin
DELATESTRYL	ANDRODERM
	ANDROGEL
	TESTIM
DELTASONE	Prednisone
DEMADEX	Torsemide
DEMEROL	Meperidine HC1
DEMULEN	Cesia
	CYCLESSA
	ESTROSTEP Fe
	Necon
	NORDETTE
	Portia
	Trivora
	Velivet
	YASMIN
	Zovia
DEPO-SUBQ PROVERA	Leuprolide
<u> </u>	LUPRON / DEPOT
DEPO-TESTOSTERONE	ANDRODERM
	ANDROGEL
	TESTIM
DESOGEN	Apri
	Solia
.DESOWEN	Desonide
DESYREL	Trazodone
DEXACIDIN	Neomycin/Polymyxin/Dexamethasone

ŊON-FORMULARY	FORMULARY ALTERNATIVE(S)
DIABETA	ACTOS
	IMARYL
	AVANDAMET
	IVANDIA
	Glipizide / FR
	GLUCOTROL XL
	CLUCOVANCE
	' Glyburide
	, Glyburide / Metformin
	Metformin / ER
DIDRONEL	ACTONEL
	FOSAMAX
DILACOR XR	ıDiltiazem XR
DIPROSONE	Betamethasone
	Dipropionate
DISPERMOX	4mox / K Clavulanate
	Amoxicillin
	Ampicillin
	AUGMENTIN / ES / XR
	Dicloxacillin
DITROPAN	DETROL/LA
	DITROPAN XL
	Oxybutynin Chloride
	OXYTROL
DIURIL	Chlorothiazide
DOLOBID 500mg	Diflunisal
DOMEBORO	Acetic Acid / HC Otic
	CIPRODEX
	FLOXIN OTIC
	Neomycin / Polymyxin / HC Otic
DOSTINEX	Bromocriptine
	Pergolide
DUONEB	ATROVENT
	COMBIVENT
	Ipratropium
	SPIRIVA HANDIHALER
DURATUSS / GP / HD	Guaifenesin / Pseudoephedrine
	Guaifenesin / Phenylephrine
DURICEF	Cefadroxil
- 	Cefuroxime
	CEFZIL
	Cephalexin
	OMNICEF
DYAZIDE	Triamterene / HCTZ
	Trumwerence Tiold

NON-FORMULARY	FORMULARY ALTERNATIVE(S)
DYNABAC	BIAXIN / XL
	Erythromycin
	ZITHROMAX
EC-NAPROSYN	ARTHROTEC
	Etodolac
	Nabumetone
	Naproxen
	Oxaprozin
ECONOPRED PLUS	Prednisolone Acetate
EDECRIN	Bumetanide
	Torsemide
ELAVIL	Amitriptyline
ELDEPRYL	Selegiline
ELESTAT	ALOMIDE
	LIVOSTIN
	PATANOL
	ZADITOR
EMADINE	ALOMIDE
	LIVOSTIN
	PATANOL
	ZADITOR
ENABLEX	DETROL/LA
	DITROPAN XL
	Oxybutynin
	OXYTROL
ENTEX ER / PSE	Guaifenesin / Pseudoephedrine
ENTOCORTEC	Prednisone
	Prednisolone
EQUETRO	Carbamazepine
	CARBATROL
	TEGRETOL / XR
ERTACZO	Ciclopirox
·	Econazole
	Ketoconazole
	LOPROX
	OXISTAT
ERYC	Erythromycin
ERYCETTE	Erythromycin
ERYGEL	Erythromycin
ESGIC	Butalbital / APAP / Caffeine
ESTINYL	PREMARIN
ESTRACE TABS	Estradiol

NON-FORMULARY	FORMULARY ALTERNATIVE(S)
ESTRASORB	ALORA
	CLIMARA
	ESCLIM
	ESTRADERM
	Estradiol
	VIVELLE / DOT
ESTROGEL	ALORA
	CLIMARA
	ESCLIM
	ESTRADERM
	Estradiol
EVOCLIN	Clindamycin
	Erythromycin
EXACTECH/RSG	ACCU-CHEK / SIMPLICITY
	CHEMSTRIP BG
	FASTTAKE
	ONE TOUCH / ULTRA
	SURE STEP / PRO
FACTIVE	Ciprofoxacin
	LEVAQUIN
FAMVIR	Acyclovir
<u> </u>	VALTREX
FELDENE	ARTHROTEC
	Etodolac
	Nabumetone
	Oxaprozin
FEMEADO	Piroxicam
FEMTABS	VICON FORTE
FERTINEX	FOLLISTIM AQ
	GONAL-F
FIORICET / FIORICET W/ CODEINE	REPRONEX
FIORICET / FIORICET W/ CODEINE	Butalbital / APAP / Caffeine
FIORINAL/FIORINAL W/CODEINE	Butalbital / APAP / Caffeine / Codeine
FIORINAL/ FIORINAL W/ CODEINE	ASA / Caffeine / Butalbital
FIRST-PROGESTERONE MC / VGS	Butal / ASA / CAFF / COD
TIKSI-FROUESTERONEMIC/ VOS	PROCHIEVE 4%
FIRST-TESTOSTERONE MC	PROMETRIUM
TINDI-IEDIODIERONEINC	ANDROCEI
	ANDROGEL TESTIM
FLAGVI 250mg 500mg	<u> </u>
FLAGYL 250mg, 500mg FLEXERIL	Metronidazole Cyalobayzaprina HCl
FLEXTRA-650	Cyclobenzaprine HC1
TLEATRA-050	PERCOGESIC
ELODINEE	Phenyltoloxamine / APAP
FLORINEF	Fludrocortisone

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NON-FORMULARY	FORMULARY ALTERNATIVE(S)
FLORONE	Clobetasol Propionate
	DIPROLENE / AF
	Halobetasol Propionate
	ULTRAVATE
FLOXIN ORAL	Ciprofloxacin
	LEVAQUIN
FML LIQUIFILM	Fluorometholone
FOCALIN	ADDERALL XR
	Amphetamine / Dextroamphetamine
	METADATE CD
	METADATE ER
	METHYLIN ER
	Methylphenidate ER
	RITALIN LA
FOLPACE RX	GLUTOFAC ZX
	Nu-Iron-V
	VITAFOL
FORTAMET	_Metformin ER
FOSRENOL	RENAGEL
	SENSIPAR
FREESTYLE	ACCU-CHEK I SIMPLICITY
	CHEMSTRIP BG
	FASTTAKE
	ONE TOUCH 1 ULTRA
	SURE STEP I PRO
FROVA	IMITREX
	MAXALT1MLT
	ZOMIG1ZMT
GABARONE	Gabapentin
GANDEN HA A GERMA TEN	NEURONTIN
GANIRELIX ACETATE	CETROTIDE
GEODON	ABILIFY
	Clozapine
	CLOZARIL
	FAZACLO
	RISPERDAL
	SEROQUEL
CITICOMETER 1 DEV 1 DIVER 1	ZYPREXA
GLUCOMETER 1 DEX 1 ELITE 1	ACCU-CHEK/SIMPLICITY
ENCORE	CHEMSTRIP BG
	FASTTAKE
	ONE TOUCH 1 ULTRA
CLUCODIA CE AND 500	SURE STEP / PRO
GLUCOPHAGE / XR 500mg	_Metformin/BR

NON-FORMULARY	FORMULARY ALTERNATIVE(S)
GLUCOSOURCE LANCETS	ONE TOUCH / ULTRASOFT
	SOFTCLIX
	SOFT TOUCH
GLUCOTROL	Glipizide
GLYNASE/PRESTAB	ACTOS
	AMARYL
	AVANDAMET
	AVANDIA
	Glipizide / ER
	GLUCOTROL XL
	GLUCOVANCE
	Glyburide
	Glyburide /Micronized
	Metformin / ER
GOLYTELY	PEG 3350 / Electrolytes

Schedule A PharmaCare Drug Coverage Recommendations

Drug Category	Drug Examples and/or Description	PharmaCare Recommendations	
Federal Legend Drugs		'	
ADD Drugs	Adderall, Concerta, Cylert, Desoxyn, Dexedrine, Focalin, Metadate, Ritalin	PA after age 18 and QL	
Anabolic Steroids	Anadrol. Oxandrin. Winstrol	PA*	
Antidepressant	Prozac Weekly only	QL	
Antiemetics	Anzemet, Emend, Kytril, Zofran	QL	
Antifungals	Lamisil, Sporanox	QL	
Anti-Viral Therapy Drugs (AIDS)	"Many brands"	Include	
Anorexiants	Meridia, Xenical and other drugs prescribed for weight loss	Exclude or implement PA	
Contraceptive - Emergency	Plan B	QL (retail only)	
Contraceptive-Injectable	Depo-Provera "Many brands"	Include	
Contraceptive - Oral Contraceptive - Other	Ring/Patch	Include Include	
Contraceptive - Oral Extended Cycle	Seasonale	Include: 3 copays at retail	
Cosmetic – Acne/Skin Disease (Need to set as PA if	Azelex, Avita. Differin, Retin-A	PA after age 25	
not covered for wrinkles) Cosmetic – Acne/Skin Disease	Accutane	FDA QL	
Cosmetic/ Antineoplastic	Proscar (same chemically as Propecia, the hair growth	I PA *	
Cosmeto Antireopiastic	agent) Avodart (same mechanism as hair growth agents)		
Cosmetic - Hair Products	Rogaine, Propecia, Vaniga	Exclude	
Cosmetic - Injectable	Botox, Myobloc	PA	
Cosmetic - Wrinkles	Renova	Exclude	
COX if inhibitors	Celebrex	Step Therapy*	
Dental Products	Fluoride Prep & Dental Rinses (Luride, Phos-Fiu.)	Include	
Immunosuppressants	Imuran, Neoral	Include	
Infertility – Injectable	Gonal-F, Pergonal, Pregnyl, Profasi, Repronex	Exclude or implement PA/QL	
Intertility - Injectable/ Antineoplastic Drug	Lupron	PA/QL if exclude or restrict infertility drugs	
Infertility - Oral	Clomid	Include	
Infertility – Vaginal	Crinone, Progesterone Micronized TD Cream, Prochieve	Include	
Influenza Drugs	Relenza, Tamiflu	QL	
Insomnia Drugs	Ambien,Sonata,Lunesta, Rozerem	QL QL	
Migraine – Injectable Migraine – Oral	Amerge, Axert, Frova, Imitrex, Maxalt, Replax, Zomig	QL	
Migraine – Orai Migraine – Nasal Spray	Imitrex, Zomig	QL	
Narcolepsy Drugs	Provigil	PA	
Narcolepsy Drugs	Xyrem	PA/QL	
Osteoporosis Drugs - Oral	Actonel 35 mg (weekly dose), Boniva 150mg (monthly dose), Fosamax 35mg and 70mg (weekly dose)	QL	
Osteoporosis Drugs - Injectable	Forteo	PA/QL	
Pain Management Drugs	butorphanol NS, ketorolac, Oxycontin, Toradol, tramadol, Ultram, Ultracet, Vicoprofen	QL	
Pulmonary Arterial Hypertension (PAH)	Revatio	Automated PA	
Sexual Dysfunctional Agents Sexual Dysfunctional Agents – Testosterone Products	Viagra, Levitra, Cialis, Caverject, MUSE, Edex Patches, gels, injectables, Striant	Exclude or implement QL PA if sexual dysfunctional agents	
		excluded	
Smoke Deterrents – OTC	Nicorette	Exclude	
Smoke Deterrents – RX	Zyban, nasal spray & inhaler	Exclude or implement QL	
Diabetic		<u></u>	
Alcohol Swabs	Self Explanatory	Include	
Glucagon	Self Explanatory	Include	
Glucose Monitors	Accu-Check	QL	
Insulin	Self Explanatory	Include	
Insulin Injection Devices	Novopen	Include	
Lancets	Calfinicatable are filled as-	QL	
Byetta / Symlin	Self injectable pre-filled pen	QL	
Lancet Devices	Soft Touch, Monojector	Include	
Test Strips (Blood & Urine)	Self Explanatory	QL	
Insulin Needles & Syringes	Self Explanatory	QL	
Injectables			
Anaphylaxis Kits	Epipen, Epipen Jr.	QL 95000	
Anticogeration of the Antipsoriatic Agents Antipsoriatic Agents	Lovenov Fragmin, Innohep, Orgaran, Arixtra VAJ UME 18, NUMBER 06 June 19, 2006	PA after 3 mos. 2590 S PA; age Gend older	
Asthma Drugs	Xolair	PA; age 12 and older	

Client Name: Group Health & Life Insurance Trust Fund Implementation Date: 07/01/2006 Carrier Number: Z50136635

Blood Products	Recombinate, Humate, Kogenate	Include	
Crohn's Disease/Rheumatoid Arthritis	Remicade	PA'	
Growth Hormones	Geref, Protropin, Humatrope, Nutropin	PA	
Immune Globulins	Gamrnar, Gammimune, Sandoglobulin	PA	
Multiple Sclerosis I Immune Response Modifiers	Betaseron, Avonex, Copaxone, Rebif	Include	
Osteoarthritis	Synvisc. Hyalgan, Supartz, Orthovisc	PA/QL	
Rheumatoid Arthritis	Enbrel, Kineret. Humira	PA*/QL	
RSV agent (Respiratory Syncytial Virus)	Synagis	PA	
Other		¥5. U	
Non-Insulin Needles & Syringes	Self Explanatory	Include	
Nutritional Supplements	Ensure, Pedialyte	Exclude	
Compounds		Include with \$100 limit	
Vitamins			
Rx Vitamins	Self Explanatory	Include	
Prenatal Vitamins	Self Explanatory	Include	
OTC Vitamins	Self Explanatory Exclude		

Schedule B PharmaCare Quantity Limit Recommendations

Drug Name ADD Drugs	Retail Limit 35	Mail Limit	Prior Authorization Available After Limit Exceeded*
Focalin	20mg/day maximum daily dose	20mg/day maximum daily dose	Yes
Concerta	72mg/day maximum daily dose	72mg/day maximum daily dose	Yes
Ritalin/methylphenidate/Metadate	60mg/day maximum daily dose	60mg/day maximum daily dose	Yes
Antidepressant		, <u> </u>	
Prozac Weekly	4 capsules130 days	12 capsules/ 90 days	Yes
Antiemetic		_	
Anzemet, Kytril, Zofran, Zofran- ODT	21 tablets / 30 days	63 tablets / 90 days	Yes
Emend	3 tablets / prescription	9 tablets I prescription	Yes
Antifungals	20 tablete / 20 days	00 / 11 / 400 1	
Lamisil 250mg tablet	30 tablets / 30 days; Max. therapy = 180 days	90 tablets190 days; Max. therapy = 180 days	Yes
Sporanox 100mg capsule	60 capsules 130 days; Max. therapy = 180 days	180 capsules / 90 days; Max. therapy = 180 days	Yes
Anaphylaxis Kits			
Epipen, Epipen Jr.	3 injections / 30 days	9 injections / 90 days	Yes
Contraceptive - Emergency Plan B	2 kitslyear	Available at Retail Only	No
Cosmetic – Acne/Skin Disease	2 Misiyedi	Available at Retail Offiy 1	INU
Accutane	FDA Limits to 30 days supply with	FDA Limits to 30 days supply with	No
Diabetic	no refills	no refills	
Lancets, Test Strips (Blood & Urine), Insulin Needles & Syringes	200 / 30 days	600 / 90 days	Yes
Glucose Monitors	1 monitor every 2 years	1 monitor every 2 years	Yes
Byetta	(1) 1.2 or 2.4 ml pre filled pen	(3) 1.2 or 2.4 ml	Yes
Infertility Injectable	Limit to 7 months per lifetime	Cincil to 7 and to 15 ft	
Influenza Drugs	Limit to 7 months per metrifie	Limit to 7 months per lifetime	Yes
Relenza Diskhaler	One diskhaler per calendar year	One diskhaler per calendar year	Yes
Tamiflu	10 capsules per calendar year	10 capsules per calendar year	Yes
Insomnia Drugs			
Ambien	30 capsules/ 30 days	90 capsules/ 90 days	Yes
Sonata	30 capsules/ 30 days	90 capsules/ 90 days	Yes
Lunesta Rozerem	30 capsules/ 30 days 30 capsules/ 30 days	90 capsules/ 90 days	Yes
Migraine – Injectable, Oral, Nasal S		90 capsules/ 90 days	Yes
Amerge	1mg 18 tablets/ 30 days	54 tablets/ 90 days	Yes
1mg, 2.5mg	2.5 mg 9 tablets/ 30 days	27 tablets/ 90 days	100
Axert 6.25mg, 12.5mg	6 tablets/ 30 days	18 tablets/ 90 days	Yes
Frova 2.5mg	12 tablets/ 30 days	36 tablets/ 90 days	Yes
Imitrex 25mg, 50mg Imitrex 100mg	18 tablets/ 30 days 9 tablets/ 30 days	54 tablets/ 90 days	Yes
Imitrex Injection Kit refills	6 kits(12 injections)/ 30 days	27 tablets/ 90 days 18 kits(36 injections)/ 90 days	Yes
Imitrex Nasal Spray	2 boxes (12 units)/30 days	6boxes (36 units)/ 90 days	Yes Yes
5mg, 20mg		· · · · · · · · · · · · · · · · · · ·	res
Maxalt oral and Maxalt MLT	9 tablets/ 30 days	27 tablets/ 90 days	Yes
Migranal Nasal Spray	2 kit (8 units)/ 30 days	6 kits (24 units)/ 90 days	Yes
Replax 20mg	12 tablets/30 days	36 tablets/90days	Yes
Replax 40mg	6 tablets/30 days	18 tablets/90 days	Yes
Zomig 2.5mg	12 tablets/ 30 days	36 tablets/ 90 days	Yes
Zomig 5mg Zomig Nasal Spray 5mg	6 tablets/ 30 days 2 boxes (units) /30days	18 tablets/ 90 days 18 boxes (36 units) /90 days	Yes
Narcolepsy Drugs	2 sones (units) routays	10 DOVES (30 mills) 190 days	Yes
Xyrem	3 bottles/ 30 days	9 bottles/ 90 days	Yes
Osteoporosis - Oral, Injectable		5 4511.05. 50 4030	163
Actonel 35mg (weekly dose)	4 tablets/ 30 days	12 tablets/ 90 days	Yes
Boniva 150mg (monthly dose)	1 tablet / 30 days	3 tablets / 90 days	Yes
Fosamax 35mg, 70mg	4 tablets/ 30 days	12 tablets/ 90 days	Yes
(weekly dose) Forteo	May therapy = 2 years	May thorney 2	
Pain Management	Max. therapy = 2 years	Max. therapy = 2 years	No No
butorphanol NS	2 units/ 30 days	6 units/ 90 days	Vac OEA1
		JMBER606ablets / 90dns 19, 2006	PAGE Yes 2591
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Client Name: Group Health & Life Insurance Trust Fund Implementation Date: 07/01/2006 Carrier Number: 250136635

Ultram, Ultracet, tramadol	240 tablets / 30 days	720 tablets 190 days	Yes
Vicoprofen	50 tablets 130 days	150 tablets 190 days	Yes
Rheumatoid Arthritis or Osteoarth	ritis	·	
Enbrel	8 vials/ 30 days	24 vials 190 days	Yes
Humira	2 injections130 days	6 injections/ 90 days	Yes
Kineret	28 injections1month	84 injections13 months	Yes
Synvisc. Hyalgan, Supartz, Orthovisc	2 injection series per lifetime	2 injection series per lifetime	Yes
Sexual Dysfunctional Agents			
Caverject	6 injections/ 30 days	18 injections/ 90 days	No
Edex	6 injections/ 30 days	18 injections/ 90 days	No
Muse	6 suppositories/ 30 days	18 suppositories/ 90 days	No
Viagra /Levitra/ Cialis	8 tablets/ 30 days	24 tablets/ 90 days	No
Smoke Deterrents			
Zyban	Cover 3 cycles per lifetime	Cover 3 cycles per lifetime	Yes
Nasal Spray & Inhaler	Cover 3 cycles per lifetime	Cover 3 cycles per lifetime	Yes

^{*} For those drugs marked "YES", members and their physicians may submit a Letter of Appeal with supporting medical documentation requesting a quantity beyond the quantity limitations indicated on this page. The PharmaCare Clinical Operations Department will review these requests. Plan sponsors may also choose to override these limitations in specific cases by notifying their Account Manager.

COMMONWEALTH PORTS AUTHORITY



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PUBLIC NOTICE

To correct a typographical error in the TERMINAL TARIFF REGULATION AMENDMENTS OF THE COMMONWEALTH PORTS AUTHORITY

Please take notice that the amendment to Commonwealth Ports Authority Terminal Tariff Regulations published in the Commonwealth Register on January 30, 2006 in Volume 28, Number 01 at page 025500 contains a typographical error. The date set forth in the Register at page 025501 under rates for liquid petroleum products opposite the figure of "\$4.52 per revenue ton" should read "1011107 to 9/30/12", not "1011106 to 9/30/12" (as shown below):

"<u>Wharfage Rates</u>. Wharfage rates shall be charged on the basis of a revenue ton. Wharfage for all cargo other **than** liquid petroleum products off-loaded or on-loaded by pipeline shall be:

From 10/1/02 to 9/30/2007 \$5.75 per revenue ton From 10/1/07 to 9/30/2012 \$6.00 per revenue ton

Wharfage for liquid petroleum products which includes, gasoline, diesel, bunkers and other liquid petroleum products off-loaded or on-loaded by pipeline shall be:

From 1/1/06 to 9/30/2007 \$4.31 per revenue ton From 10/1/06 10/1/07 to 913012012 \$4.52 per revenue ton

Thereafter, the wharfage rates on all cargo shall increase by five percent (5%) for each succeeding five-year period. "

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 13th day of June, 2006, at Saipan, Commonwealth of the Northern Mariana Islands.

Certified and ordered by:

REGINO M. CELIS

CPA Acting Executive Director

Filed and Recorded by:

Commonwealth Register