

AMENDMENTS TO LB824

Introduced by Health and Human Services.

1           1. Strike the original sections and insert the following new  
2 sections:

3           Section 1. This section shall be known and may be cited as the  
4 Dentist and Dental Hygienist Compact. The State of Nebraska adopts the  
5 Dentist and Dental Hygienist Compact in the form substantially as  
6 follows:

7           SECTION 1. TITLE AND PURPOSE

8           The purposes of this Compact are to facilitate the interstate  
9 practice of dentistry and dental hygiene and improve public access to  
10 dentistry and dental hygiene services by providing Dentists and Dental  
11 Hygienists licensed in a Participating State the ability to practice in  
12 Participating States in which they are not licensed. The Compact does  
13 this by establishing a pathway for Dentists and Dental Hygienists  
14 licensed in a Participating State to obtain a Compact Privilege that  
15 authorizes them to practice in another Participating State in which they  
16 are not licensed. The Compact enables Participating States to protect the  
17 public health and safety with respect to the practice of such Dentists  
18 and Dental Hygienists, through the State's authority to regulate the  
19 practice of dentistry and dental hygiene in the State. The Compact:

20           A. Enables Dentists and Dental Hygienists who qualify for a Compact  
21 Privilege to practice in other Participating States without satisfying  
22 burdensome and duplicative requirements associated with securing a  
23 License to practice in those States;

24           B. Promotes mobility and addresses workforce shortages through each  
25 Participating State's acceptance of a Compact Privilege to practice in  
26 that State;

27           C. Increases public access to qualified, licensed Dentists and

1 Dental Hygienists by creating a responsible, streamlined pathway for  
2 Licensees to practice in Participating States;

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

5 E. Does not interfere with licensure requirements established by a  
6 Participating State;

7 F. Facilitates the sharing of licensure and disciplinary information  
8 among Participating States;

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

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

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

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

20 SECTION 2. DEFINITIONS

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

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

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

28 C. "Alternative Program" means a nondisciplinary monitoring or  
29 practice remediation process applicable to a Dentist or Dental Hygienist  
30 approved by a State Licensing Authority of a Participating State in which  
31 the Dentist or Dental Hygienist is licensed. This includes, but is not

1 limited to, programs to which Licensees with substance abuse or addiction  
2 issues are referred in lieu of Adverse Action.

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

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

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

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

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

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

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

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

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

31 M. "Dentist and Dental Hygienist Compact Commission" or "Commission"

1 means a joint government agency established by this Compact comprised of  
2 each State that has enacted the Compact and a national administrative  
3 body comprised of a Commissioner from each State that has enacted the  
4 Compact.

5 N. "Encumbered License" means a License that a State Licensing  
6 Authority has limited in any way other than through an Alternative  
7 Program.

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

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

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

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

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

23 T. "Participating State" means a State that has enacted the Compact  
24 and been admitted to the Commission in accordance with the provisions  
25 herein and Commission Rules.

26 U. "Qualifying License" means a License that is not an Encumbered  
27 License issued by a Participating State to practice dentistry or dental  
28 hygiene.

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

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

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

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

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

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

24          SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

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

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

5           5. Fully implement a Criminal Background Check requirement, within a  
6 timeframe established by Commission Rule, by receiving the results of a  
7 qualifying Criminal Background Check;

8           6. Comply with the Commission Rules applicable to a Participating  
9 State;

10           7. Accept the National Board Examinations of the Joint Commission on  
11 National Dental Examinations or another examination accepted by  
12 Commission Rule as a licensure examination;

13           8. Accept for licensure applicants for a Dentist License that  
14 graduate from a predoctoral dental education program accredited by the  
15 Commission on Dental Accreditation, or another accrediting agency  
16 recognized by the United States Department of Education for the  
17 accreditation of dentistry and dental hygiene education programs, leading  
18 to the Doctor of Dental Surgery (D.D.S.) or Doctor of Dental Medicine  
19 (D.M.D.) degree;

20           9. Accept for licensure applicants for a Dental Hygienist License  
21 that graduate from a dental hygiene education program accredited by the  
22 Commission on Dental Accreditation or another accrediting agency  
23 recognized by the United States Department of Education for the  
24 accreditation of dentistry and dental hygiene education programs;

25           10. Require for licensure that applicants successfully complete a  
26 Clinical Assessment;

27           11. Have Continuing Professional Development requirements as a  
28 condition for License renewal; and

29           12. Pay a participation fee to the Commission as established by  
30 Commission Rule.

31           B. Providing alternative pathways for an individual to obtain an

1 unrestricted License does not disqualify a State from participating in  
2 the Compact.

3 C. When conducting a Criminal Background Check, the State Licensing  
4 Authority shall:

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

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

9 3. Report to the Commission whether it has completed the Criminal  
10 Background Check and whether the individual was granted or denied a  
11 License.

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

19 SECTION 4. COMPACT PRIVILEGE

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

22 1. Have a Qualifying License as a Dentist or Dental Hygienist in a  
23 Participating State;

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

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

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

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

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

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

10           8. For a Dental Hygienist, have graduated from a dental hygiene  
11 education program accredited by the Commission on Dental Accreditation or  
12 another accrediting agency recognized by the United States Department of  
13 Education for the accreditation of dentistry and dental hygiene education  
14 programs;

15           9. Have successfully completed a Clinical Assessment for licensure;

16           10. Report to the Commission Adverse Action taken by any non-  
17 Participating State when applying for a Compact Privilege and, otherwise,  
18 within thirty days from the date the Adverse Action is taken;

19           11. Report to the Commission when applying for a Compact Privilege  
20 the address of the Licensee's primary residence and thereafter  
21 immediately report to the Commission any change in the address of the  
22 Licensee's primary residence; and

23           12. Consent to accept service of process by mail at the Licensee's  
24 primary residence on record with the Commission with respect to any  
25 action brought against the Licensee by the Commission or a Participating  
26 State, and consent to accept service of a subpoena by mail at the  
27 Licensee's primary residence on record with the Commission with respect  
28 to any action brought or investigation conducted by the Commission or a  
29 Participating State.

30           B. The Licensee must comply with the requirements of subsection A of  
31 this section to maintain the Compact Privilege in the Remote State. If



1 those requirements are met, the Compact Privilege will continue as long  
2 as the Licensee maintains a Qualifying License in the State through which  
3 the Licensee applied for the Compact Privilege and pays any applicable  
4 Compact Privilege renewal fees.

5 C. A Licensee providing dentistry or dental hygiene in a Remote  
6 State under the Compact Privilege shall function within the Scope of  
7 Practice authorized by the Remote State for a Dentist or Dental Hygienist  
8 licensed in that State.

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

22 E. If a License in a Participating State is an Encumbered License,  
23 the Licensee shall lose the Compact Privilege in a Remote State and shall  
24 not be eligible for a Compact Privilege in any Remote State until the  
25 License is no longer encumbered.

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

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

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

3       2. All conditions for removal of the Compact Privilege have been  
4 satisfied.

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

8       SECTION 5. ACTIVE MILITARY MEMBERS AND THEIR SPOUSES

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

15       SECTION 6. ADVERSE ACTIONS

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

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

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

31       D. Any Participating State in which a Licensee is applying to

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

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

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

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

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

24 F. Joint Investigations

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

29 2. Participating States shall share any Significant Investigative  
30 Information, litigation, or compliance materials in furtherance of any  
31 joint or individual investigation initiated under the Compact.

1           G. Authority to Continue Investigation

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

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

11           SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION.

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

19           B. Participation, Voting, and Meetings

20           1. Each Participating State shall have and be limited to one  
21 Commissioner selected by that Participating State's State Licensing  
22 Authority or, if the State has more than one State Licensing Authority,  
23 selected collectively by the State Licensing Authorities.

24           2. The Commissioner shall be a member or designee of such Authority  
25 or Authorities.

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

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

31           5. A Participating State's State Licensing Authority, or

1 Authorities, as applicable, shall fill any vacancy of its Commissioner on  
2 the Commission within sixty days of the vacancy.

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

5 7. The Commission shall meet at least once during each calendar  
6 year. Additional meetings may be held as set forth in the bylaws. The  
7 Commission may meet by telecommunication, videoconference, or other  
8 similar electronic means.

9 C. The Commission shall have the following powers:

10 1. Establish the fiscal year of the Commission;

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

12 3. Adopt Rules and bylaws;

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

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

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

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

22 8. Purchase and maintain insurance and bonds;

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

25 10. Conduct an annual financial review;

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

31 12. As set forth in the Commission Rules, charge a fee to a Licensee

1 for the grant of a Compact Privilege in a Remote State and thereafter, as  
2 may be established by Commission Rule, charge the Licensee a Compact  
3 Privilege renewal fee for each renewal period in which that Licensee  
4 exercises or intends to exercise the Compact Privilege in that Remote  
5 State. Nothing herein shall be construed to prevent a Remote State from  
6 charging a Licensee a fee for a Compact Privilege or renewals of a  
7 Compact Privilege, or a fee for the Jurisprudence Requirement if the  
8 Remote State imposes such a requirement for the grant of a Compact  
9 Privilege;

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

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

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

19 16. Establish a budget and make expenditures;

20 17. Borrow money;

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

25 19. Provide and receive information from, and cooperate with, law  
26 enforcement agencies;

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

29 21. Establish and elect an Executive Board;

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

31 23. Determine whether a State's enacted compact is materially

1 different from the Model Compact language such that the State would not  
2 qualify for participation in the Compact; and

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

5 D. Meetings of the Commission

6 1. All meetings of the Commission that are not closed pursuant to  
7 this subsection shall be open to the public. Notice of public meetings  
8 shall be posted on the Commission's website at least thirty days prior to  
9 the public meeting.

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

17 3. Notice of all Commission meetings shall provide the time, date,  
18 and location of the meeting, and if the meeting is to be held or  
19 accessible via telecommunication, videoconference, or other electronic  
20 means, the notice shall include the mechanism for access to the meeting  
21 through such means.

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

24 a. Noncompliance of a Participating State with its obligations under  
25 the Compact;

26 b. The employment, compensation, discipline, or other matters,  
27 practices, or procedures related to specific employees or other matters  
28 related to the Commission's internal personnel practices and procedures;

29 c. Current or threatened discipline of a Licensee or Compact  
30 Privilege holder by the Commission or by a Participating State's  
31 Licensing Authority;

- 1 d. Current, threatened, or reasonably anticipated litigation;
- 2 e. Negotiation of contracts for the purchase, lease, or sale of
- 3 goods, services, or real estate;
- 4 f. Accusing any person of a crime or formally censuring any person;
- 5 g. Trade secrets or commercial or financial information that is
- 6 privileged or confidential;
- 7 h. Information of a personal nature where disclosure would
- 8 constitute a clearly unwarranted invasion of personal privacy;
- 9 i. Investigative records compiled for law enforcement purposes;
- 10 j. Information related to any investigative reports prepared by or
- 11 on behalf of or for use of the Commission or other committee charged with
- 12 responsibility of investigation or determination of compliance issues
- 13 pursuant to the Compact;
- 14 k. Legal advice;
- 15 l. Matters specifically exempted from disclosure to the public by
- 16 federal or Participating State law; and
- 17 m. Other matters as promulgated by the Commission by Rule.

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

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

30 E. Financing of the Commission

31 1. The Commission shall pay, or provide for the payment of, the



1 reasonable expenses of its establishment, organization, and ongoing  
2 activities.

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

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

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

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

27 F. The Executive Board

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

31 a. Overseeing the day-to-day activities of the administration of the

1 Compact including compliance with the provisions of the Compact and the  
2 Commission's Rules and bylaws;

3 b. Recommending to the Commission changes to the Rules or bylaws,  
4 changes to this Compact legislation, fees charged to Compact  
5 Participating States, fees charged to Licensees, and other fees;

6 c. Ensuring Compact administration services are appropriately  
7 provided, including by contract;

8 d. Preparing and recommending the budget;

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

10 f. Monitoring Compact compliance of Participating States and  
11 providing compliance reports to the Commission;

12 g. Establishing additional committees as necessary;

13 h. Exercising the powers and duties of the Commission during the  
14 interim between Commission meetings, except for adopting or amending  
15 Rules, adopting or amending bylaws, and exercising any other powers and  
16 duties expressly reserved to the Commission by Rule or bylaw; and

17 i. Other duties as provided in the Rules or bylaws of the  
18 Commission.

19 2. The Executive Board shall be composed of up to seven members:

20 a. The Chair, Vice Chair, Secretary, and Treasurer of the Commission  
21 and any other members of the Commission who serve on the Executive Board  
22 shall be voting members of the Executive Board; and

23 b. Other than the Chair, Vice Chair, Secretary, and Treasurer, the  
24 Commission may elect up to three voting members from the current  
25 membership of the Commission.

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

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

29 a. An Executive Board meeting at which it takes or intends to take  
30 formal action on a matter shall be open to the public, except that the  
31 Executive Board may meet in a closed, nonpublic session of a public

1 meeting when dealing with any of the matters covered under subsection D.4  
2 of this section.

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

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

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

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

11 c. Protect public health and safety.

12 G. Qualified Immunity, Defense, and Indemnification

13 1. The members, officers, executive director, employees, and  
14 representatives of the Commission shall have no greater liability than a  
15 state employee would have under the same or similar circumstances, either  
16 personally or in their official capacity, for any claim for damage to or  
17 loss of property or personal injury or other civil liability caused by or  
18 arising out of any actual or alleged act, error, or omission that  
19 occurred, or that the person against whom the claim is made had a  
20 reasonable basis for believing occurred, within the scope of Commission  
21 employment, duties, or responsibilities; provided that nothing in this  
22 paragraph shall be construed to protect any such person from suit or  
23 liability for any damage, loss, injury, or liability caused by the  
24 intentional or willful or wanton misconduct of that person. The  
25 procurement of insurance of any type by the Commission shall not in any  
26 way compromise or limit the immunity granted hereunder.

27 2. The Commission shall defend any member, officer, executive  
28 director, employee, or representative of the Commission in any civil  
29 action seeking to impose liability arising out of any actual or alleged  
30 act, error, or omission that occurred within the scope of Commission  
31 employment, duties, or responsibilities, or that the person against whom

1 the claim is made had a reasonable basis for believing occurred within  
2 the scope of Commission employment, duties, or responsibilities; provided  
3 that nothing herein shall be construed to prohibit that person from  
4 retaining their own counsel at their own expense; and provided further,  
5 that the actual or alleged act, error, or omission did not result from  
6 that person's intentional or willful or wanton misconduct.

7 3. The Commission shall indemnify and hold harmless any member,  
8 officer, executive director, employee, or representative of the  
9 Commission for the amount of any settlement or judgment obtained against  
10 that person arising out of any actual or alleged act, error, or omission  
11 that occurred within the scope of Commission employment, duties, or  
12 responsibilities, or that such person had a reasonable basis for  
13 believing occurred within the scope of Commission employment, duties, or  
14 responsibilities; provided that the actual or alleged act, error, or  
15 omission did not result from the intentional or willful or wanton  
16 misconduct of that person.

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

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

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

27 SECTION 8. DATA SYSTEM

28 A. The Commission shall provide for the development, maintenance,  
29 operation, and utilization of a coordinated database and reporting system  
30 containing licensure, Adverse Action, and the presence of Significant  
31 Investigative Information on all Licensees and applicants for a License

1 in Participating States.

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

6 1. Identifying information;

7 2. Licensure data;

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

10 4. Nonconfidential information related to Alternative Program  
11 participation, the beginning and ending dates of such participation, and  
12 other information related to such participation;

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

16 6. The presence of Significant Investigative Information; and

17 7. Other information that may facilitate the administration of this  
18 Compact or the protection of the public, as determined by the Rules of  
19 the Commission.

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

26 D. Significant Investigative Information pertaining to a Licensee in  
27 any Participating State will only be available to other Participating  
28 States.

29 E. It is the responsibility of the Participating States to monitor  
30 the database to determine whether Adverse Action has been taken against a  
31 Licensee or License applicant. Adverse Action information pertaining to a

1 Licensee or License applicant in any Participating State will be  
2 available to any other Participating State.

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

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

9 SECTION 9. RULEMAKING

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

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

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

28 D. If a majority of the legislatures of the Participating States  
29 reject a Commission Rule or portion of a Commission Rule, by enactment of  
30 a statute or resolution in the same manner used to adopt the Compact,  
31 within four years of the date of adoption of the Rule, then such Rule

1 shall have no further force and effect in any Participating State or to  
2 any State applying to participate in the Compact.

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

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

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

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

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

16 3. In such other ways as the Commission may by Rule specify.

17 H. The Notice of Proposed Rulemaking shall include:

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

22 2. If the hearing is held via telecommunication, videoconference, or  
23 other electronic means, the Commission shall include the mechanism for  
24 access to the hearing in the Notice of Proposed Rulemaking;

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

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

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

30 I. All hearings will be recorded. A copy of the recording and all  
31 written comments and documents received by the Commission in response to

1 the proposed Rule shall be available to the public.

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

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

7 1. The Commission may adopt changes to the proposed Rule provided  
8 the changes do not enlarge the original purpose of the proposed Rule.

9 2. The Commission shall provide an explanation of the reasons for  
10 substantive changes made to the proposed Rule as well as reasons for  
11 substantive changes not made that were recommended by commenters.

12 3. The Commission shall determine a reasonable effective date for  
13 the Rule. Except for an emergency as provided in subsection L of this  
14 section, the effective date of the Rule shall be no sooner than thirty  
15 days after the Commission issuing the notice that it adopted or amended  
16 the Rule.

17 L. Upon determination that an emergency exists, the Commission may  
18 consider and adopt an emergency Rule with twenty-four hours' notice, with  
19 opportunity to comment, provided that the usual rulemaking procedures  
20 provided in the Compact and in this section shall be retroactively  
21 applied to the Rule as soon as reasonably possible, in no event later  
22 than ninety days after the effective date of the Rule. For the purposes  
23 of this provision, an emergency Rule is one that must be adopted  
24 immediately in order to:

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

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

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

29 4. Protect public health and safety.

30 M. The Commission or an authorized committee of the Commission may  
31 direct revisions to a previously adopted Rule for purposes of correcting



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

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

13 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

14 A. Oversight

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

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

26 3. The Commission shall be entitled to receive service of process in  
27 any proceeding regarding the enforcement or interpretation of the Compact  
28 or Commission Rule and shall have standing to intervene in such a  
29 proceeding for all purposes. Failure to provide the Commission service of  
30 process shall render a judgment or order void as to the Commission, this  
31 Compact, or promulgated Rules.

1           B. Default, Technical Assistance, and Termination

2           1. If the Commission determines that a Participating State has  
3 defaulted in the performance of its obligations or responsibilities under  
4 this Compact or the promulgated Rules, the Commission shall provide  
5 written notice to the defaulting State. The notice of default shall  
6 describe the default, the proposed means of curing the default, and any  
7 other action that the Commission may take, and shall offer training and  
8 specific technical assistance regarding the default.

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

11           C. If a State in default fails to cure the default, the defaulting  
12 State may be terminated from the Compact upon an affirmative vote of a  
13 majority of the Commissioners, and all rights, privileges, and benefits  
14 conferred on that State by this Compact may be terminated on the  
15 effective date of termination. A cure of the default does not relieve the  
16 offending State of obligations or liabilities incurred during the period  
17 of default.

18           D. Termination of participation in the Compact shall be imposed only  
19 after all other means of securing compliance have been exhausted. Notice  
20 of intent to suspend or terminate shall be given by the Commission to the  
21 governor, the majority and minority leaders of the defaulting State's  
22 legislature, the defaulting State's State Licensing Authority or  
23 Authorities, as applicable, and each of the Participating States' State  
24 Licensing Authority or Authorities, as applicable.

25           E. A State that has been terminated is responsible for all  
26 assessments, obligations, and liabilities incurred through the effective  
27 date of termination, including obligations that extend beyond the  
28 effective date of termination.

29           F. Upon the termination of a State's participation in this Compact,  
30 that State shall immediately provide notice to all Licensees of the  
31 State, including Licensees of other Participating States issued a Compact

1 Privilege to practice within that State, of such termination. The  
2 terminated State shall continue to recognize all Compact Privileges then  
3 in effect in that State for a minimum of one hundred eighty days after  
4 the date of the notice of termination.

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

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

14 I. Dispute Resolution

15 1. Upon request by a Participating State, the Commission shall  
16 attempt to resolve disputes related to the Compact that arise among  
17 Participating States and between Participating States and non-  
18 Participating States.

19 2. The Commission shall promulgate a Rule providing for both  
20 mediation and binding dispute resolution for disputes as appropriate.

21 J. Enforcement

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

24 2. By majority vote, the Commission may initiate legal action  
25 against a Participating State in default in the United States District  
26 Court for the District of Columbia or the federal district where the  
27 Commission has its principal offices to enforce compliance with the  
28 provisions of the Compact and its promulgated Rules. The relief sought  
29 may include both injunctive relief and damages. In the event judicial  
30 enforcement is necessary, the prevailing party shall be awarded all costs  
31 of such litigation, including reasonable attorney's fees. The remedies

1 herein shall not be the exclusive remedies of the Commission. The  
2 Commission may pursue any other remedies available under federal or the  
3 defaulting Participating State's law.

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

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

14 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

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

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

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

29 2. Participating States enacting the Compact subsequent to the  
30 Charter Participating States shall be subject to the process set forth in  
31 Section 7.C.23 to determine if their enactments are materially different

1 from the Model Compact and whether they qualify for participation in the  
2 Compact.

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

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

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

16 1. A Participating State's withdrawal shall not take effect until  
17 one hundred eighty days after enactment of the repealing statute.

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

22 3. Upon the enactment of a statute withdrawing from this Compact,  
23 the State shall immediately provide notice of such withdrawal to all  
24 Licensees within that State. Notwithstanding any subsequent statutory  
25 enactment to the contrary, such withdrawing State shall continue to  
26 recognize all Compact Privileges to practice within that State granted  
27 pursuant to this Compact for a minimum of one hundred eighty days after  
28 the date of such notice of withdrawal.

29 C. Nothing contained in this Compact shall be construed to  
30 invalidate or prevent any licensure agreement or other cooperative  
31 arrangement between a Participating State and a non-Participating State

1 that does not conflict with the provisions of this Compact.

2 D. This Compact may be amended by the Participating States. No  
3 amendment to this Compact shall become effective and binding upon any  
4 Participating State until it is enacted into the laws of all  
5 Participating States.

6 SECTION 12. CONSTRUCTION AND SEVERABILITY

7 A. This Compact and the Commission's rulemaking authority shall be  
8 liberally construed so as to effectuate the purposes, and the  
9 implementation and administration of the Compact. Provisions of the  
10 Compact expressly authorizing or requiring the promulgation of Rules  
11 shall not be construed to limit the Commission's rulemaking authority  
12 solely for those purposes.

13 B. The provisions of this Compact shall be severable, and if any  
14 phrase, clause, sentence, or provision of this Compact is held by a court  
15 of competent jurisdiction to be contrary to the constitution of any  
16 Participating State, of a State seeking participation in the Compact, or  
17 of the United States, or the applicability thereof to any government,  
18 agency, person, or circumstance is held to be unconstitutional by a court  
19 of competent jurisdiction, the validity of the remainder of this Compact  
20 and the applicability thereof to any other government, agency, person, or  
21 circumstance shall not be affected thereby.

22 C. Notwithstanding subsection B of this section, the Commission may  
23 deny a State's participation in the Compact or, in accordance with the  
24 requirements of Section 10.B, terminate a Participating State's  
25 participation in the Compact, if it determines that a constitutional  
26 requirement of a Participating State is a material departure from the  
27 Compact. Otherwise, if this Compact shall be held to be contrary to the  
28 constitution of any Participating State, the Compact shall remain in full  
29 force and effect as to the remaining Participating States and in full  
30 force and effect as to the Participating State affected as to all  
31 severable matters.

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

2           A. Nothing herein shall prevent or inhibit the enforcement of any  
3 other law of a Participating State that is not inconsistent with the  
4 Compact.

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

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

10          Sec. 2. Section 38-131, Revised Statutes Supplement, 2023, is  
11 amended to read:

12          38-131 (1) An applicant for an initial license to practice as a  
13 registered nurse, a licensed practical nurse, a physical therapist, a  
14 physical therapy assistant, a psychologist, an advanced emergency medical  
15 technician, an emergency medical technician, an audiologist, a speech-  
16 language pathologist, a licensed independent mental health practitioner,  
17 an occupational therapist, an occupational therapy assistant, a dentist,  
18 a dental hygienist, or a paramedic or to practice a profession which is  
19 authorized to prescribe controlled substances shall be subject to a  
20 criminal background check. Except as provided in subsection (4) of this  
21 section, such an applicant for an initial license shall submit a full set  
22 of fingerprints to the Nebraska State Patrol for a criminal history  
23 record information check. The applicant shall authorize release of the  
24 results of the national criminal history record information check by the  
25 Federal Bureau of Investigation to the department. The applicant shall  
26 pay the actual cost of the fingerprinting and criminal background check.

27          (2) The Nebraska State Patrol is authorized to submit the  
28 fingerprints of such applicants to the Federal Bureau of Investigation  
29 and to issue a report to the department that includes the criminal  
30 history record information concerning the applicant. The Nebraska State  
31 Patrol shall forward submitted fingerprints to the Federal Bureau of

1 Investigation for a national criminal history record information check.  
2 The Nebraska State Patrol shall issue a report to the department that  
3 includes the criminal history record information concerning the  
4 applicant.

5 (3) This section shall not apply to a dentist who is an applicant  
6 for a dental locum tenens under section 38-1122, to a physician or  
7 osteopathic physician who is an applicant for a physician locum tenens  
8 under section 38-2036, or to a veterinarian who is an applicant for a  
9 veterinarian locum tenens under section 38-3335.

10 (4) An applicant for a temporary educational permit as defined in  
11 section 38-2019 shall have ninety days from the issuance of the permit to  
12 comply with subsection (1) of this section and shall have such permit  
13 suspended after such ninety-day period if the criminal background check  
14 is not complete or revoked if the criminal background check reveals that  
15 the applicant was not qualified for the permit.

16 (5) The department and the Nebraska State Patrol may adopt and  
17 promulgate rules and regulations concerning costs associated with the  
18 fingerprinting and the national criminal history record information  
19 check.

20 (6) For purposes of interpretation by the Federal Bureau of  
21 Investigation, the term department in this section means the Division of  
22 Public Health of the Department of Health and Human Services.

23 Sec. 3. Section 38-1101, Revised Statutes Cumulative Supplement,  
24 2022, is amended to read:

25 38-1101 Sections 38-1101 to 38-1152 and section 4 of this act shall  
26 be known and may be cited as the Dentistry Practice Act.

27 Sec. 4. A person holding a compact privilege to practice in  
28 Nebraska under the Dentist and Dental Hygienist Compact may engage in the  
29 practice of dentistry or dental hygiene as authorized pursuant to such  
30 compact.

31 Sec. 5. This act becomes operative on January 1, 2025.



1           Sec. 6.    Original section 38-1101, Revised Statutes Cumulative  
2 Supplement, 2022, and section 38-131, Revised Statutes Supplement, 2023,  
3 are repealed.