

E AND R AMENDMENTS TO LB 912

Introduced by Guereca, 7, Chairman Enrollment and Review

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

3           **Section 1.** Sections 1 to 5 of this act shall be known and may be  
4 cited as the Community Health Worker Training Endorsement Act.

5           **Sec. 2.** (1) The Legislature finds that establishing certification  
6 of training programs for community health workers will strengthen  
7 Nebraska's public health and health care workforce, promote consistent  
8 standards of practice, and support improved access to preventive and  
9 primary care services.

10           (2) The purpose of the Community Health Worker Training Endorsement  
11 Act is to establish a consistent statewide process for recognizing  
12 community health worker training programs that meet minimum standards of  
13 quality and content and ensure that community health worker services are  
14 eligible for reimbursement by medicaid and private insurers.

15           **Sec. 3.** For purposes of the Community Health Worker Training  
16 Endorsement Act:

17           (1) Community health worker means an individual who has successfully  
18 completed an endorsed community health worker training program and has a  
19 close understanding of the community served and who acts as a liaison  
20 between health, behavioral health, and social service systems and the  
21 community to facilitate access, promote understanding, and improve health  
22 outcomes;

23           (2) Community health worker services means preventive, outreach,  
24 education, navigation, advocacy, and social support services provided by  
25 a community health worker;

26           (3) Core competencies means the knowledge, skills, and abilities a  
27 certified community health worker is required to demonstrate as

1 determined by the department;

2 (4) Department means the Department of Health and Human Services;  
3 and

4 (5) Endorsed community health worker training program means an  
5 education or training program that the department has determined meets  
6 minimum standards, including core competencies as defined by the  
7 department, for the purpose of qualifying for reimbursement by medicaid  
8 and private insurers.

9 **Sec. 4.** On or before July 1, 2027, the department may adopt and  
10 promulgate rules and regulations that:

11 (1) Identify and maintain the core competencies required for  
12 community health worker training programs using the department's  
13 expertise in public health, behavioral health, workforce development, and  
14 medical assistance program alignment. The department shall periodically  
15 review and update the core competencies to ensure they reflect national  
16 best practices and community health needs;

17 (2) Define the application, approval, and renewal process for  
18 training endorsement;

19 (3) Set reasonable application and renewal fees;

20 (4) Establish procedures for denial, suspension, and revocation of a  
21 training endorsement;

22 (5) Approve training programs and training providers that meet  
23 established core competencies; and

24 (6) Provide that an individual who is aggrieved by a denial,  
25 suspension, or revocation of approval of a training endorsement may  
26 request a hearing in accordance with the Administrative Procedure Act.

27 **Sec. 5.** (1) Nothing in the Community Health Worker Training  
28 Endorsement Act shall be construed to: (a) Create a licensure or  
29 certification requirement for a community health worker; (b) authorize a  
30 community health worker to perform tasks that require professional  
31 licensure; or (c) limit the scope of practice of a licensed health care

1 professional.

2 (2) Completion of a recognized community health worker training  
3 program shall not constitute licensure, certification, or credentialing  
4 under the Uniform Credentialing Act.

5 **Sec. 6.** The State of Nebraska adopts the Respiratory Care  
6 Interstate Compact in the form provided in this section.

7 SECTION 1. TITLE AND PURPOSE

8 A. The purpose of this Compact is to facilitate the interstate  
9 Practice of Respiratory Therapy with the goal of improving public access  
10 to Respiratory Therapy services by providing Respiratory Therapists  
11 licensed in a Member State the ability to practice in other Member  
12 States. The Compact preserves the regulatory authority of states to  
13 protect public health and safety through the current system of State  
14 licensure.

15 B. This Compact is designed to achieve the following objectives:

16 1. Increase public access to Respiratory Therapy services by  
17 creating a responsible, streamlined pathway for Licensees to practice in  
18 Member States with the goal of improving outcomes for patients;

19 2. Enhance States' ability to protect the public's health and  
20 safety;

21 3. Promote the cooperation of Member States in regulating the  
22 Practice of Respiratory Therapy within those Member States;

23 4. Ease administrative burdens on States by encouraging the  
24 cooperation of Member States in regulating multistate Respiratory Therapy  
25 practice;

26 5. Support relocating Active Military Members and their spouses; and

27 6. Promote mobility and address workforce shortages.

28 SECTION 2. DEFINITIONS

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

31 A. Active Military Member means any person with a full-time duty

1 status in the armed forces of the United States, including members of the  
2 National Guard and Reserve.

3 B. Adverse Action means any administrative, civil, equitable, or  
4 criminal action permitted by a State's laws which is imposed by any State  
5 authority with regulatory authority over Respiratory Therapists, such as  
6 license denial, censure, revocation, suspension, probation, monitoring of  
7 the Licensee, or restriction on the Licensee's practice, not including  
8 participation in an Alternative Program.

9 C. Alternative Program means a nondisciplinary monitoring or  
10 practice remediation process applicable to a Respiratory Therapist  
11 approved by any State authority with regulatory authority over  
12 Respiratory Therapists. This includes, but is not limited to, programs to  
13 which Licensees with substance abuse or addiction issues are referred in  
14 lieu of Adverse Action.

15 D. Charter Member States means those Member States who were the  
16 first seven states to enact the Compact into the laws of their State.

17 E. Commission or Respiratory Care Interstate Compact Commission  
18 means the government instrumentality and body politic whose membership  
19 consists of all Member States that have enacted the Compact.

20 F. Commissioner means the individual appointed by a Member State to  
21 serve as the member of the Commission for that Member State.

22 G. Compact means the Respiratory Care Interstate Compact.

23 H. Compact Privilege means the authorization granted by a Remote  
24 State to allow a Licensee from another Member State to practice as a  
25 Respiratory Therapist in the Remote State under the Remote State's laws  
26 and Rules. The Practice of Respiratory Therapy occurs in the Member State  
27 where the patient is located at the time of the patient encounter.

28 I. Criminal Background Check means the submission by the Member  
29 State of fingerprints or other biometric-based information on license  
30 applicants at the time of initial licensing for the purpose of obtaining  
31 that applicant's criminal history record information, as defined in 28

1 C.F.R. 20.3(d) or successor provision, from the Federal Bureau of  
2 Investigation and the State's criminal history record repository, as  
3 defined in 28 C.F.R. 20.3(f) or successor provision.

4 J. Data System means the Commission's repository of information  
5 about Licensees as further set forth in Section 8.

6 K. Domicile means the jurisdiction which is the Licensee's principal  
7 home for legal purposes.

8 L. Encumbered License means a license that a State's Respiratory  
9 Therapy Licensing Authority has limited in any way.

10 M. Executive Committee means a group of directors elected or  
11 appointed to act on behalf of, and within the powers granted to them by  
12 the Commission.

13 N. Home State except as set forth in Section 5, means the Member  
14 State that is the Licensee's primary Domicile.

15 O. Home State License means an active license to practice  
16 Respiratory Therapy in a Home State that is not an Encumbered License.

17 P. Jurisprudence Requirement means an assessment of an individual's  
18 knowledge of the State laws and regulations governing the Practice of  
19 Respiratory Therapy in such State.

20 Q. Licensee means an individual who currently holds an authorization  
21 from the State to practice as a Respiratory Therapist.

22 R. Member State means a State that has enacted the Compact and been  
23 admitted to the Commission in accordance with the provisions herein and  
24 Commission Rules.

25 S. Model Compact means the model for the Respiratory Care Interstate  
26 Compact on file with The Council of State Governments or other entity as  
27 designated by the Commission.

28 T. Remote State means a Member State where a Licensee is exercising  
29 or seeking to exercise the Compact Privilege.

30 U. Respiratory Therapist or Respiratory Care Practitioner means an  
31 individual who holds a credential issued by the National Board for

1 Respiratory Care (or its successor) and holds a license in a State to  
2 practice Respiratory Therapy. For purposes of this Compact, any other  
3 title or status adopted by a State to replace the term Respiratory  
4 Therapist or Respiratory Care Practitioner shall be deemed synonymous  
5 with Respiratory Therapist and shall confer the same rights and  
6 responsibilities to the Licensee under the provisions of this Compact at  
7 the time of its enactment.

8 V. Respiratory Therapy, Respiratory Therapy Practice, Respiratory  
9 Care, the Practice of Respiratory Care, and the Practice of Respiratory  
10 Therapy means the care and services provided by or under the direction  
11 and supervision of a Respiratory Therapist or Respiratory Care  
12 Practitioner.

13 W. Respiratory Therapy Licensing Authority means the agency, board,  
14 or other body of a State that is responsible for licensing and regulation  
15 of Respiratory Therapists.

16 X. Rule means a regulation promulgated by an entity that has the  
17 force and effect of law.

18 Y. Scope of Practice means the procedures, actions, and processes a  
19 Respiratory Therapist licensed in a State or practicing under a Compact  
20 Privilege in a State is permitted to undertake in that State and the  
21 circumstances under which the Respiratory Therapist is permitted to  
22 undertake those procedures, actions, and processes. Such procedures,  
23 actions, and processes, and the circumstances under which they may be  
24 undertaken may be established through means, including, but not limited  
25 to, statute, regulations, case law, and other processes available to the  
26 State Respiratory Therapy Licensing Authority or other government agency.

27 Z. Significant Investigative Information means information, records,  
28 and documents received or generated by a State Respiratory Therapy  
29 Licensing Authority pursuant to an investigation for which a  
30 determination has been made that there is probable cause to believe that  
31 the Licensee has violated a statute or regulation that is considered more

1 than a minor infraction for which the State Respiratory Therapy Licensing  
2 Authority could pursue Adverse Action against the Licensee.

3 AA. State means any state, commonwealth, district, or territory of  
4 the United States.

5 SECTION 3. STATE PARTICIPATION IN THIS COMPACT

6 A. In order to participate in this Compact and thereafter continue  
7 as a Member State, a Member State shall:

8 1. Enact a Compact that is not materially different from the Model  
9 Compact;

10 2. License Respiratory Therapists;

11 3. Participate in the Commission's Data System;

12 4. Have a mechanism in place for receiving and investigating  
13 complaints against Licensees and Compact Privilege holders;

14 5. Notify the Commission, in compliance with the terms of this  
15 Compact and Commission Rules, of any Adverse Action against a Licensee, a  
16 Compact Privilege holder, or a license applicant;

17 6. Notify the Commission, in compliance with the terms of this  
18 Compact and Commission Rules, of the existence of Significant  
19 Investigative Information;

20 7. Comply with the Rules of the Commission;

21 8. Grant the Compact Privilege to a holder of an active Home State  
22 License who otherwise meets the applicable requirements of Section 4 in a  
23 Member State; and

24 9. Complete a Criminal Background Check for each new Licensee at the  
25 time of initial licensure.

26 a. Where expressly authorized or permitted by federal law, whether  
27 such federal law is in effect prior to, at, or after the time of a Member  
28 State's enactment of this Compact, a Member State's enactment of this  
29 Compact shall hereby authorize the Member State's Respiratory Therapy  
30 Licensing Authority to perform Criminal Background Checks as defined  
31 herein. The absence of such a federal law as described in this subsection

1 shall not prevent or preclude such authorization where it may be derived  
2 or granted through means other than the enactment of this Compact.

3 B. Nothing in this Compact prohibits a Member State from charging a  
4 fee for granting and renewing the Compact Privilege.

5 SECTION 4. COMPACT PRIVILEGE

6 A. To exercise the Compact Privilege under the terms and provisions  
7 of the Compact, the Licensee shall:

8 1. Hold and maintain an active Home State License as a Respiratory  
9 Therapist;

10 2. Hold and maintain an active credential from the National Board  
11 for Respiratory Care (or its successor) that would qualify them for  
12 licensure in the Remote State in which they are seeking the privilege;

13 3. Have not had any Adverse Action against a license within the  
14 previous two years;

15 4. Notify the Commission that the Licensee is seeking the Compact  
16 Privilege within a Remote State;

17 5. Pay any applicable fees, including any State and Commission fees  
18 and renewal fees, for the Compact Privilege;

19 6. Meet any Jurisprudence Requirements established by the Remote  
20 State in which the Licensee is seeking a Compact Privilege;

21 7. Report to the Commission Adverse Action taken by any non-Member  
22 State within thirty days from the date the Adverse Action is taken;

23 8. Report to the Commission, when applying for a Compact Privilege,  
24 the address of the Licensee's Domicile and thereafter promptly report to  
25 the Commission any change in the address of the Licensee's Domicile  
26 within thirty days of the effective date of the change in address; and

27 9. Consent to accept service of process by mail at the Licensee's  
28 Domicile on record with the Commission with respect to any action brought  
29 against the Licensee by the Commission or a Member State, and consent to  
30 accept service of a subpoena by mail at the Licensee's Domicile on record  
31 with the Commission with respect to any action brought or investigation

1 conducted by the Commission or a Member State.

2 B. The Compact Privilege is valid until the expiration date or  
3 revocation of the Home State License unless terminated pursuant to  
4 Adverse Action. The Licensee must comply with all of the requirements of  
5 Subsection A, above, to maintain the Compact Privilege in a Remote State.  
6 If those requirements are met, no Adverse Actions are taken, and the  
7 Licensee has paid any applicable Compact Privilege renewal fees, then the  
8 Licensee will maintain the Licensee's Compact Privilege.

9 C. A Licensee providing Respiratory Therapy in a Remote State under  
10 the Compact Privilege shall function within the Scope of Practice  
11 authorized by the Remote State for the type of Respiratory Therapist  
12 license the Licensee holds. Such procedures, actions, processes, and the  
13 circumstances under which they may be undertaken may be established  
14 through means, including, but not limited to, statute, regulations, case  
15 law, and other processes available to the State Respiratory Therapy  
16 Licensing Authority or other government agency.

17 D. If a Licensee's Compact Privilege in a Remote State is removed by  
18 the Remote State, the individual shall lose or be ineligible for the  
19 Compact privilege in that Remote State until the Compact Privilege is no  
20 longer limited or restricted by that State.

21 E. If a Home State License is encumbered, the Licensee shall lose  
22 the Compact Privilege in all Remote States until the following occur:

- 23 1. The Home State License is no longer encumbered; and  
24 2. Two years have elapsed from the date on which the license is no  
25 longer encumbered due to the Adverse Action.

26 F. Once a Licensee with a restricted or limited license meets the  
27 requirements of Subsection E.1 and 2, the Licensee must also meet the  
28 requirements of Subsection A to obtain a Compact Privilege in a Remote  
29 State.

30 SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSE

31 A. An Active Military Member, or their spouse, shall designate a

1 Home State where the individual has a current license in good standing.  
2 The individual may retain the Home State designation during the period  
3 the service member is on active duty.

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

10 SECTION 6. ADVERSE ACTIONS

11 A. A Member State in which a Licensee is licensed shall have  
12 authority to impose Adverse Action against the license issued by that  
13 Member State.

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

17 C. Nothing in this Compact shall override a Member State's decision  
18 that participation in an Alternative Program may be used in lieu of  
19 Adverse Action and that such participation shall remain nonpublic if  
20 required by the Member State's laws.

21 D. A Remote State shall have the authority to:

22 1. Take Adverse Actions as set forth herein against a Licensee's  
23 Compact Privilege in that State;

24 2. Issue subpoenas for both hearings and investigations that require  
25 the attendance and testimony of witnesses, and the production of  
26 evidence.

27 a. Subpoenas may be issued by a Respiratory Therapy Licensing  
28 Authority in a Member State for the attendance and testimony of witnesses  
29 and the production of evidence.

30 b. Subpoenas issued by a Respiratory Therapy Licensing Authority in  
31 a Member State for the attendance and testimony of witnesses shall be

1 enforced in the latter State by any court of competent jurisdiction in  
2 the latter State, according to the practice and procedure of that court  
3 applicable to subpoenas issued in proceedings pending before it.

4 c. Subpoenas issued by a Respiratory Therapy Licensing Authority in  
5 a Member State for production of evidence from another Member State shall  
6 be enforced in the latter State, according to the practice and procedure  
7 of that court applicable to subpoenas issued in the proceedings pending  
8 before it.

9 d. The issuing authority shall pay any witness fees, travel  
10 expenses, mileage, and other fees required by the service statutes of the  
11 State where the witnesses or evidence are located;

12 3. Unless otherwise prohibited by State law, recover from the  
13 Licensee the costs of investigations and disposition of cases resulting  
14 from any Adverse Action taken against that Licensee;

15 4. Notwithstanding subsection D.2., a Member State may not issue a  
16 subpoena to gather evidence of conduct in another Member State that is  
17 lawful in such other Member State for the purpose of taking Adverse  
18 Action against a Licensee's Compact Privilege or application for a  
19 Compact Privilege in that Member State; and

20 5. Nothing in this Compact authorizes a Member State to impose  
21 discipline against a Respiratory Therapist's Compact Privilege in that  
22 Member State for the individual's otherwise lawful practice in another  
23 State.

24 E. Joint Investigations

25 1. In addition to the authority granted to a Member State by its  
26 respective Respiratory Therapy Practice act or other applicable state  
27 law, a Member State may participate with other Member States in joint  
28 investigations of Licensees, provided, however, that a Member State  
29 receiving such a request has no obligation to respond to any subpoena  
30 issued regarding an investigation of conduct or practice that was lawful  
31 in a Member State at the time it was undertaken.

1           2. Member States shall share any Significant Investigative  
2 Information, litigation, or compliance materials in furtherance of any  
3 joint or individual investigation initiated under the Compact. In sharing  
4 such information between Member State Respiratory Therapy Licensing  
5 Authorities, all information obtained shall be kept confidential, except  
6 as otherwise mutually agreed upon by the sharing and receiving Member  
7 States.

8           F. Nothing in this Compact may permit a Member State to take any  
9 Adverse Action against a Licensee or holder of a Compact Privilege for  
10 conduct or practice that was legal in the Member State at the time it was  
11 undertaken.

12           G. Nothing in this Compact may permit a Member State to take  
13 disciplinary action against a Licensee or holder of a Compact Privilege  
14 for conduct or practice that was legal in the Member State at the time it  
15 was undertaken.

16           SECTION 7. ESTABLISHMENT OF THE RESPIRATORY CARE INTERSTATE COMPACT  
17 COMMISSION

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

25           B. Membership, Voting, and Meetings

26           1. Each Member State shall have and be limited to one Commissioner  
27 selected by that Member State's Respiratory Therapy Licensing Authority.

28           2. The Commissioner shall be an administrator or their designated  
29 staff member of the Member State's Respiratory Therapy Licensing  
30 Authority.

31           3. The Commission shall by Rule or bylaw establish a term of office

1 for Commissioners and may by Rule or bylaw establish term limits.

2 4. The Commission may recommend to a Member State the removal or  
3 suspension of any Commissioner from office.

4 5. A Member State's Respiratory Therapy Licensing Authority shall  
5 fill any vacancy of its Commissioner occurring on the Commission within  
6 sixty days of the vacancy.

7 6. Each Commissioner shall be entitled to one vote on all matters  
8 before the Commission requiring a vote by Commissioners.

9 7. A Commissioner shall vote in person or by such other means as  
10 provided in the bylaws. The bylaws may provide for Commissioners to meet  
11 by telecommunication, videoconference, or other means of communication.

12 8. The Commission shall meet at least once during each calendar  
13 year. Additional meetings may be held as set forth in the bylaws.

14 C. The Commission shall have the following powers:

15 1. Establish and amend the fiscal year of the Commission;

16 2. Establish and amend bylaws and policies, including, but not  
17 limited to, a code of conduct and conflict of interest;

18 3. Establish and amend Rules, which shall be binding in all Member  
19 States;

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

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

23 6. Initiate and conduct legal proceedings or actions in the name of  
24 the Commission, provided that the standing of any Respiratory Therapy  
25 Licensing Authority to sue or be sued under applicable law shall not be  
26 affected;

27 7. Maintain and certify records and information provided to a Member  
28 State as the authenticated business records of the Commission, and  
29 designate an agent to do so on the Commission's behalf;

30 8. Purchase and maintain insurance and bonds;

31 9. Accept or contract for services of personnel, including, but not

1 limited to, employees of a Member State;

2 10. Conduct an annual financial review;

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

8 12. Assess and collect fees;

9 13. Accept any and all appropriate gifts, donations, grants of  
10 money, other sources of revenue, equipment, supplies, materials, and  
11 services, and receive, utilize, and dispose of the same, provided that at  
12 all times:

13 a. The Commission shall avoid any appearance of impropriety; and

14 b. The Commission shall avoid any appearance of conflict of  
15 interest;

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

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

20 16. Establish a budget and make expenditures;

21 17. Borrow money in a fiscally responsible manner;

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

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

28 20. Establish and elect an Executive Committee, including a chair,  
29 vice-chair, secretary, treasurer, and such other offices as the  
30 Commission shall establish by Rule or bylaw;

31 21. Enter into contracts or arrangements for the management of the

1 affairs of the Commission;

2 22. Determine whether a State's adopted language is materially  
3 different from the Model Compact language such that the State would not  
4 qualify for participation in the Compact; and

5 23. Perform such other functions as may be necessary or appropriate  
6 to achieve the purposes of this Compact.

7 D. The Executive Committee

8 1. The Executive Committee shall have the power to act on behalf of  
9 the Commission according to the terms of this Compact. The powers,  
10 duties, and responsibilities of the Executive Committee shall include:

11 a. Overseeing the day-to-day activities of the administration of the  
12 Compact, including enforcement and compliance with the provisions of the  
13 Compact, its Rules and bylaws, and other such duties as deemed necessary;

14 b. Recommending to the Commission changes to the Rules or bylaws,  
15 changes to this Compact legislation, fees charged to Compact Member  
16 States, fees charged to Licensees, and other fees;

17 c. Ensuring Compact administration services are appropriately  
18 provided, including by contract;

19 d. Preparing and recommending the budget;

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

21 f. Monitoring Compact compliance of Member States and providing  
22 compliance reports to the Commission;

23 g. Establishing additional committees as necessary;

24 h. Exercising the powers and duties of the Commission during the  
25 interim between Commission meetings, except for adopting or amending  
26 Rules, adopting or amending bylaws, and exercising any other powers and  
27 duties expressly reserved to the Commission by Rule or bylaw; and

28 i. Performing other duties as provided in the Rules or bylaws of the  
29 Commission.

30 2. The Executive Committee shall be composed of up to nine members,  
31 as further set forth in the bylaws of the Commission:

1       a. Seven voting members who are elected by the Commission from the  
2 current membership of the Commission; and

3       b. Two ex officio, nonvoting members.

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

6       4. The Executive Committee shall meet at least annually.

7       a. Executive Committee meetings shall be open to the public, except  
8 that the Executive Committee may meet in a closed, nonpublic meeting as  
9 provided in subsection F.4 below;

10       b. The Executive Committee shall give advance notice of its  
11 meetings, posted on its website and as determined to provide notice to  
12 persons with an interest in the business of the Commission; and

13       c. The Executive Committee may hold a special meeting in accordance  
14 with subsection F.2 below.

15       E. The Commission shall adopt and provide to the Member States an  
16 annual report.

17       F. Meetings of the Commission

18       1. All meetings of the Commission that are not closed pursuant to  
19 subsection 7.F.4 shall be open to the public. Notice of public meetings  
20 shall be posted on the Commission's website at least thirty days prior to  
21 the public meeting.

22       2. Notwithstanding subsection 7.F.1, the Commission may convene an  
23 emergency public meeting by providing at least twenty-four hours prior  
24 notice on the Commission's website, and any other means as provided in  
25 the Commission's Rules, for any of the reasons it may dispense with  
26 notice of proposed rulemaking under subsection 9.G. The Commission's  
27 legal counsel shall certify that one of the reasons justifying an  
28 emergency public meeting has been met.

29       3. Notice of all Commission meetings shall provide the time, date,  
30 and location of the meeting, and if the meeting is to be held or  
31 accessible via telecommunication, videoconference, or other electronic

1 means, the notice shall include the mechanism for access to the meeting.

2 4. The Commission or the Executive Committee may convene in a  
3 closed, nonpublic meeting for the Commission or Executive Committee to  
4 receive or solicit legal advice or to discuss:

5 a. Noncompliance of a Member State with its obligations under the  
6 Compact;

7 b. The employment, compensation, discipline or other matters,  
8 practices or procedures related to specific employees;

9 c. Current or threatened discipline of a Licensee or Compact  
10 Privilege holder by the Commission or by a Member State's Respiratory  
11 Therapy Licensing Authority;

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

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

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

16 g. Trade secrets or commercial or financial information that is  
17 privileged or confidential;

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

20 i. Investigative records compiled for law enforcement purposes;

21 j. Information related to any investigative reports prepared by or  
22 on behalf of or for use of the Commission or other committee charged with  
23 responsibility of investigation or determination of compliance issues  
24 pursuant to the Compact;

25 k. Legal advice;

26 l. Matters specifically exempted from disclosure by federal or  
27 Member State law; or

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

29 5. If a meeting, or portion of a meeting, is closed, the presiding  
30 officer shall state that the meeting will be closed and reference each  
31 relevant exempting provision, and such reference shall be recorded in the

1 minutes.

2 6. The Commission shall keep minutes in accordance with Commission  
3 Rules and bylaws. All documents considered in connection with an action  
4 shall be identified in such minutes. All minutes and documents of a  
5 closed meeting shall remain under seal, subject to release only by a  
6 majority vote of the Commission or order of a court of competent  
7 jurisdiction.

8 G. Financing of the Commission

9 1. The Commission shall pay, or provide for the payment of, the  
10 reasonable expenses of its establishment, organization, and ongoing  
11 activities.

12 2. The Commission may accept any and all appropriate revenue sources  
13 as provided herein.

14 3. The Commission may levy on and collect an annual assessment from  
15 each Member State and impose fees on Licensees of Member States to whom  
16 it grants a Compact Privilege to cover the cost of the operations and  
17 activities of the Commission and its staff. The aggregate annual  
18 assessment amount for Member States, if any, shall be allocated based  
19 upon a formula that the Commission shall promulgate by Rule.

20 4. The Commission shall not incur obligations of any kind prior to  
21 securing the funds or a loan adequate to meet the same; nor shall the  
22 Commission pledge the credit of any of the Member States, except by and  
23 with the authority of the Member State.

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

1           H. Qualified Immunity, Defense, and Indemnification

2           1. Nothing herein shall be construed as a limitation on the  
3 liability of any Licensee for professional malpractice or misconduct,  
4 which shall be governed solely by any other applicable state laws.

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

19           3. The Commission shall defend any Commissioner, officer, executive  
20 director, employee, and agent of the Commission in any civil action  
21 seeking to impose liability arising out of any actual or alleged act,  
22 error, or omission that occurred within the scope of Commission  
23 employment, duties, or responsibilities, or as determined by the  
24 Commission that the person against whom the claim is made had a  
25 reasonable basis for believing occurred within the scope of Commission  
26 employment, duties, or responsibilities; provided that nothing herein  
27 shall be construed to prohibit that person from retaining their own  
28 counsel at their own expense; and provided further, that the actual or  
29 alleged act, error, or omission did not result from that person's  
30 intentional or willful or wanton misconduct.

31           4. The Commission shall indemnify and hold harmless any

1 Commissioner, member, officer, executive director, employee, and agent of  
2 the Commission for the amount of any settlement or judgment obtained  
3 against that person arising out of any actual or alleged act, error, or  
4 omission that occurred within the scope of Commission employment, duties,  
5 or responsibilities, or that such person had a reasonable basis for  
6 believing occurred within the scope of Commission employment, duties, or  
7 responsibilities; provided that the actual or alleged act, error, or  
8 omission did not result from the intentional or willful or wanton  
9 misconduct of that person.

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

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

17 SECTION 8. DATA SYSTEM

18 A. The Commission shall provide for the development, maintenance,  
19 operation, and utilization of a coordinated database and reporting system  
20 containing licensure, Adverse Action, and the presence of Significant  
21 Investigative Information.

22 B. Notwithstanding any other provision of State law to the contrary,  
23 a Member State shall submit a uniform data set to the Data System as  
24 required by the Rules of the Commission, including, but not limited to:

25 1. Identifying information;

26 2. Licensure data;

27 3. Adverse Actions against a Licensee, license applicant, or Compact  
28 Privilege holder and information related thereto;

29 4. Nonconfidential information related to Alternative Program  
30 participation, the beginning and ending dates of such participation, and  
31 other information related to such participation not made confidential

1 under Member State law;

2 5. Any denial of application for licensure, and the reasons for such  
3 denial;

4 6. The presence of current Significant Investigative Information;  
5 and

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

9 C. No Member State shall submit any information which constitutes  
10 criminal history record information, as defined by applicable federal  
11 law, to the Data System established hereunder.

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

18 E. Significant Investigative Information pertaining to a Licensee in  
19 any Member State will only be available to other Member States.

20 F. It is the responsibility of the Member States to report any  
21 Adverse Action against a Licensee and to monitor the database to  
22 determine whether Adverse Action has been taken against a Licensee.  
23 Adverse Action information pertaining to a Licensee in any Member State  
24 will be available to any other Member State.

25 G. Member States contributing information to the Data System may  
26 designate information that may not be shared with the public without the  
27 express permission of the contributing State.

28 H. Any information submitted to the Data System that is subsequently  
29 expunged pursuant to federal law or the laws of the Member State  
30 contributing the information shall be removed from the Data System.

31 SECTION 9. RULEMAKING

1       A. The Commission shall promulgate reasonable Rules in order to  
2 effectively and efficiently implement and administer the purposes and  
3 provisions of the Compact. A Rule shall be invalid and have no force or  
4 effect only if a court of competent jurisdiction holds that the Rule is  
5 invalid because the Commission exercised its rulemaking authority in a  
6 manner that is beyond the scope and purposes of the Compact, or the  
7 powers granted hereunder, or based upon another applicable standard of  
8 review.

9       B. For purposes of the Compact, the Rules of the Commission shall  
10 have the force of law in each Member State.

11       C. The Commission shall exercise its rulemaking powers pursuant to  
12 the criteria set forth in this section and the Rules adopted thereunder.  
13 Rules shall become binding as of the date specified in each Rule.

14       D. If a majority of the legislatures of the Member States rejects a  
15 Rule or portion of a Rule, by enactment of a statute or resolution in the  
16 same manner used to adopt the Compact within four years of the date of  
17 adoption of the Rule, then such Rule shall have no further force and  
18 effect in any Member State.

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

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

24       G. Prior to adoption of a proposed Rule by the Commission, and at  
25 least thirty days in advance of the meeting at which the Commission will  
26 hold a public hearing on the proposed Rule, the Commission shall provide  
27 a notice of proposed rulemaking:

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

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

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

2           H. The notice of proposed rulemaking shall include:

3           1. The time, date, and location of the public hearing at which the  
4 Commission will hear public comments on the proposed Rule and, if  
5 different, the time, date, and location of the meeting where the  
6 Commission will consider and vote on the proposed Rule;

7           2. If the hearing is held via telecommunication, videoconference, or  
8 other electronic means, the Commission shall include the mechanism for  
9 access to the hearing in the notice of proposed rulemaking;

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

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

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

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

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

21          K. The Commission shall, by majority vote of all Commissioners, take  
22 final action on the proposed Rule based on the rulemaking record and the  
23 full text of the Rule.

24          1. The Commission may adopt changes to the proposed Rule provided  
25 the changes are consistent with the original purpose of the proposed  
26 Rule.

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

30          3. The Commission shall determine a reasonable effective date for  
31 the Rule. Except for an emergency as provided in Section 9.L, the

1 effective date of the Rule shall be no sooner than thirty days after  
2 issuing the notice that it adopted or amended the Rule.

3 L. Upon determination that an emergency exists, the Commission may  
4 consider and adopt an emergency Rule with twenty-four hours' notice, and  
5 with opportunity to comment, provided that the usual rulemaking  
6 procedures provided in the Compact and in this section shall be  
7 retroactively applied to the Rule as soon as reasonably possible, in no  
8 event later than ninety days after the effective date of the Rule. For  
9 the purposes of this provision, an emergency Rule is one that must be  
10 adopted immediately in order to:

- 11 1. Meet an imminent threat to public health, safety, or welfare;  
12 2. Prevent a loss of Commission or Member State funds;  
13 3. Meet a deadline for the promulgation of a Rule that is  
14 established by federal law or Rule; or  
15 4. Protect public health and safety.

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

28 N. No Member State's rulemaking process or procedural requirements  
29 shall apply to the Commission.

- 30 1. The Commission shall have no authority over any Member State's  
31 rulemaking process or procedural requirements that do not pertain to the

1 Compact.

2 0. Nothing in this Compact, nor any Rule or regulation of the  
3 Commission, shall be construed to limit, restrict, or in any way reduce  
4 the ability of a Member State to enact and enforce laws, regulations, or  
5 other Rules related to the Practice of Respiratory Therapy in that State,  
6 where those laws, regulations, or other Rules are not inconsistent with  
7 the provisions of this Compact.

8 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

9 A. Oversight

10 1. The executive and judicial branches of State government in each  
11 Member State shall enforce this Compact and take all actions necessary  
12 and appropriate to implement the Compact.

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

21 3. The Commission shall be entitled to receive service of process in  
22 any proceeding regarding the enforcement or interpretation of the Compact  
23 and shall have standing to intervene in such a proceeding for all  
24 purposes. Failure to provide the Commission service of process shall  
25 render a judgment or order void as to the Commission, this Compact, or  
26 promulgated Rules.

27 B. Default, Technical Assistance, and Termination

28 1. If the Commission determines that a Member State has defaulted in  
29 the performance of its obligations or responsibilities under this Compact  
30 or the promulgated Rules, the Commission shall provide written notice to  
31 the defaulting State. The notice of default shall describe the default,

1 the proposed means of curing the default, and any other action that the  
2 Commission may take, and shall offer training and specific technical  
3 assistance regarding the default.

4 2. The Commission shall provide a copy of the notice of default to  
5 the other Member States.

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

13 D. Termination of membership in the Compact shall be imposed only  
14 after all other means of securing compliance have been exhausted. Notice  
15 of intent to suspend or terminate shall be given by the Commission to the  
16 Governor, the majority and minority leaders of the defaulting State's  
17 legislature, the defaulting State's Respiratory Therapy Licensing  
18 Authority and each of the Member States' Respiratory Therapy Licensing  
19 Authorities.

20 E. A State that has been terminated is responsible for all  
21 assessments, obligations, and liabilities incurred through the effective  
22 date of termination, including obligations that extend beyond the  
23 effective date of termination, if necessary.

24 F. Upon the termination of a State's membership from this Compact,  
25 that State shall immediately provide notice to all Licensees and Compact  
26 Privilege holders (of which the Commission has a record) within that  
27 State of such termination. The terminated State shall continue to  
28 recognize all licenses granted pursuant to this Compact for a minimum of  
29 one hundred eighty days after the date of said notice of termination.

30 G. The Commission shall not bear any costs related to a State that  
31 is found to be in default or that has been terminated from the Compact,

1 unless agreed upon in writing between the Commission and the defaulting  
2 State.

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

8 I. Dispute Resolution

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

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

14 J. Enforcement

15 1. By majority vote, as may be further provided by Rule, the  
16 Commission may initiate legal action against a Member State in default in  
17 the United States District Court for the District of Columbia or the  
18 federal district where the Commission has its principal offices to  
19 enforce compliance with the provisions of the Compact and its promulgated  
20 Rules. A Member State by enactment of this Compact consents to venue and  
21 jurisdiction in such court for the purposes set forth herein. The relief  
22 sought may include both injunctive relief and damages. In the event  
23 judicial enforcement is necessary, the prevailing party shall be awarded  
24 all costs of such litigation, including reasonable attorney's fees. The  
25 remedies herein shall not be the exclusive remedies of the Commission.  
26 The Commission may pursue any other remedies available under federal or  
27 the defaulting Member State's law.

28 2. A Member State may initiate legal action against the Commission  
29 in the United States District Court for the District of Columbia or the  
30 federal district where the Commission has its principal offices to  
31 enforce compliance with the provisions of the Compact and its promulgated

1 Rules. The relief sought may include both injunctive relief and damages.  
2 In the event judicial enforcement is necessary, the prevailing party  
3 shall be awarded all costs of such litigation, including reasonable  
4 attorney's fees.

5 3. No person other than a Member State shall enforce this Compact  
6 against the Commission.

7 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

8 A. The Compact shall come into effect on the date on which the  
9 Compact statute is enacted into law in the seventh Member State  
10 ("Effective Date").

11 1. On or after the Effective Date of the Compact, the Commission  
12 shall convene and review the enactment of each of the first seven Member  
13 States ("Charter Member States") to determine if the statute enacted by  
14 each such Charter Member State is materially different than the Model  
15 Compact.

16 a. A Charter Member State whose enactment is found to be materially  
17 different from the Model Compact shall be entitled to the default process  
18 set forth in Section 10.

19 b. If any Member State is later found to be in default, or is  
20 terminated or withdraws from the Compact, the Commission shall remain in  
21 existence and the Compact shall remain in effect even if the number of  
22 Member States should be less than seven.

23 2. Member States enacting the Compact subsequent to the seven  
24 initial Charter Member States shall be subject to the process set forth  
25 herein and Commission Rule to determine if their enactments are  
26 materially different from the Model Compact and whether they qualify for  
27 participation in the Compact.

28 3. All actions taken for the benefit of the Commission or in  
29 furtherance of the purposes of the administration of the Compact prior to  
30 the effective date of the Compact or the Commission coming into existence  
31 shall be considered to be actions of the Commission unless specifically

1 repudiated by the Commission. The Commission shall own and have all  
2 rights to any intellectual property developed on behalf or in furtherance  
3 of the Commission by individuals or entities involved in organizing or  
4 establishing the Commission, as may be further set forth in Rules of the  
5 Commission.

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

12 B. Any Member State may withdraw from this Compact by enacting a  
13 statute repealing the same.

14 1. A Member State's withdrawal shall not take effect until one  
15 hundred eighty days after enactment of the repealing statute.

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

20 3. Upon the enactment of a statute withdrawing from this Compact, a  
21 State shall immediately provide notice of such withdrawal to all  
22 Licensees and Compact Privilege holders (of which the Commission has a  
23 record) within that State. Notwithstanding any subsequent statutory  
24 enactment to the contrary, such withdrawing State shall continue to  
25 recognize all licenses granted pursuant to this Compact for a minimum of  
26 one hundred eighty days after the date of such notice of withdrawal.

27 C. Nothing contained in this Compact shall be construed to  
28 invalidate or prevent any licensure agreement or other cooperative  
29 arrangement between a Member State and a non-Member State that does not  
30 conflict with the provisions of this Compact.

31 D. This Compact may be amended by the Member States. No amendment to

1 this Compact shall become effective and binding upon any Member State  
2 until it is enacted into the laws of all Member States.

3 SECTION 12. CONSTRUCTION AND SEVERABILITY

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

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

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

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

29 A. Nothing herein shall prevent or inhibit the enforcement of any  
30 other law of a Member State that is not inconsistent with the Compact.

31 B. Any laws, statutes, regulations, or other legal requirements in a

1 Member State in conflict with the Compact are superseded to the extent of  
2 the conflict, including any subsequently enacted State laws.

3 C. All permissible agreements between the Commission and the Member  
4 States are binding in accordance with their terms.

5 D. Other than as expressly set forth herein, nothing in this Compact  
6 will impact initial licensure.

7 **Sec. 7.** The State of Nebraska adopts the Athletic Trainer Compact  
8 in the form substantially as follows:

9 SECTION 1. TITLE AND PURPOSE

10 This statute shall be known and cited as the Athletic Trainer  
11 Compact. The purposes of this compact are to expand mobility of Athletic  
12 Training practice and improve public access to services by providing  
13 qualified Licensed Athletic Trainers the ability to practice in other  
14 Member States. This compact preserves the regulatory authority of States  
15 to protect public health and safety through the current system of State  
16 licensure.

17 This compact is designed to achieve the following objectives:

18 A. Increase public access to Athletic Training and enhance  
19 continuity of care by providing for the mutual recognition of other  
20 Licenses issued by Member States;

21 B. Provide an additional streamlined opportunity for interstate  
22 practice by Licensed Athletic Trainers who meet compact uniform  
23 requirements;

24 C. Promote mobility and workforce development by eliminating the  
25 necessity for Licenses in multiple States by providing for the mutual  
26 recognition of other Licenses issued by Member States;

27 D. Reduce administrative burdens on Licensed Athletic Trainers and  
28 Member States;

29 E. Enhance the States' ability to protect the public's health and  
30 safety;

31 F. Encourage the cooperation of Member States in regulating

1 interstate practice of Licensed Athletic Trainers;

2 G. Support relocating Active Military Members and their spouses;

3 H. Enhance the exchange of licensure, investigative, and  
4 disciplinary information among Member States;

5 I. Allow for the use of telehealth to facilitate increased access to  
6 Athletic Training services;

7 J. Support the uniformity of Licensed Athletic Trainer licensure  
8 requirements throughout the States;

9 K. Affirm the authority of all Member States to hold a Licensed  
10 Athletic Trainer accountable for abiding by the Scope of Practice in the  
11 State in which the patient is located at the time of care; and

12 L. Require adherence to the Model Compact Language in order to  
13 promote uniformity and ensure that all Member States have accepted and  
14 are mutually obligated to the same terms.

15 SECTION 2. DEFINITIONS

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

18 A. "Active Military Member" means any individual with full-time duty  
19 status in the active armed forces of the United States, including members  
20 of the National Guard and Reserve;

21 B. "Adverse Action" means any administrative, civil, equitable, or  
22 criminal action permitted by a State's laws which is imposed by a  
23 Licensing Authority or other authority against a Licensee, including  
24 actions against an individual's License or Compact Privilege such as  
25 revocation, suspension, probation, monitoring of the Licensee, limitation  
26 on the Licensee's practice, or any other Encumbrance on licensure  
27 affecting a Licensee's authorization to practice;

28 C. "Alternative Program" means a nondisciplinary monitoring or  
29 practice remediation process applicable to an Athletic Trainer approved  
30 by a State Licensing Authority of a Member State in which the Athletic  
31 Trainer is licensed. This includes, but is not limited to, programs to

1 which Licensees with substance use, addiction, or mental health  
2 conditions are referred in lieu of Adverse Action;

3 D. "Athletic Training" means the prevention, examination,  
4 assessment, treatment, and rehabilitation of emergent, acute, or chronic  
5 injuries and medical conditions as defined by applicable Member State  
6 laws and regulations;

7 E. "Athletic Trainer Compact Commission" or "Compact Commission"  
8 means the government agency whose membership consists of all States that  
9 have enacted this compact, as described herein and which shall operate as  
10 an instrumentality of the Member States to administer and implement the  
11 compact according to its terms;

12 F. "BOC" means the Board of Certification, Inc. or any successor  
13 organization thereto;

14 G. "CAATE" means the Commission on Accreditation of Athletic  
15 Training Education or any successor organization thereto;

16 H. "Charter Member State" means any Member State which enacted and  
17 made effective this compact by law before the compact effective date  
18 specified herein;

19 I. "Commissioner" means the individual appointed by a Member State  
20 to serve as the member of the Commission for that Member State;

21 J. "Compact Privilege" means the legal authorization granted by a  
22 Remote State, equivalent to a License, allowing a Licensee from another  
23 Member State to provide Athletic Training services in a Remote State;

24 K. "Compact Qualifying License" means a License that is not an  
25 Encumbered License issued by a Member State to practice Athletic Training  
26 which qualifies the Licensee to exercise a Compact Privilege pursuant to  
27 Section 4 of this compact;

28 L. "Continuing Competence" means a requirement, as a condition of  
29 License renewal, to provide evidence of successful participation, and  
30 completion of, educational and professional activities relevant to  
31 practice or area of work. For purposes of this compact, evidence of

1 active BOC certification may satisfy the meaning of Continuing Competence  
2 as set forth herein;

3 M. "Current Significant Investigative Information" means the  
4 existence of:

5 1. Investigative Information that a Licensing Authority, after a  
6 preliminary inquiry that includes notification and an opportunity for the  
7 subject Licensee to respond, if required by State law, has reason to  
8 believe is not groundless and, if proven true, would indicate more than a  
9 minor infraction; or

10 2. Investigative Information that indicates that the subject  
11 Licensee represents an immediate threat to public health and safety  
12 regardless of whether the subject Licensee has been notified and had an  
13 opportunity to respond;

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

20 O. "Data System" means the Commission's repository of information  
21 about Licensees, including, but not limited to, examination, licensure,  
22 investigative, Compact Privilege, Adverse Action, and Alternative  
23 Program;

24 P. "Encumbrance" or "Encumbered" means a revocation or suspension  
25 of, or any limitation or condition on, the full and unrestricted practice  
26 of Athletic Training;

27 Q. "Executive Committee" means a group of Commissioners elected or  
28 appointed to act on behalf of, and within the powers granted to them by,  
29 the compact and Commission;

30 R. "Investigative Information" means information, records, and  
31 documents received or generated by a Licensing Authority pursuant to an

1 investigation;

2 S. "Jurisprudence Requirement" means the assessment of an  
3 individual's knowledge of the laws and Rules governing the practice of  
4 Athletic Training, as applicable, in a State;

5 T. "License" means current authorization by a Member State to engage  
6 in the practice of Athletic Training;

7 U. "Licensee" or "Licensed Athletic Trainer" means an individual who  
8 currently holds an active, unrestricted License and who meets all of the  
9 requirements outlined in Section 4 of this compact;

10 V. "Licensing Authority" means the board or agency of a State, or  
11 equivalent, that is responsible for the licensing and regulation of  
12 Athletic Trainers;

13 W. "Model Compact Language" means the model language for the  
14 Athletic Trainer Compact on file with The Council of State Governments or  
15 other entity as designated by the Commission to which all Member States  
16 must substantively adhere and adopt;

17 X. "Member State" means a State that has enacted the compact;

18 Y. "Remote State" means a Member State other than the State of  
19 Qualifying Licensure;

20 Z. "Rule" means a regulation promulgated by an authorized entity  
21 that has the force of law;

22 AA. "Scope of Practice" means the procedures, actions, and processes  
23 an Athletic Trainer licensed in a State is permitted to undertake in that  
24 State and the circumstances under which the Licensee is permitted to  
25 undertake those procedures, actions, and processes. Such procedures,  
26 actions, and processes and the circumstances under which they may be  
27 undertaken may be established through means, including, but not limited  
28 to, statute, regulations, case law, and other processes available to the  
29 State Licensing Authority or other government agency. Scope of Practice  
30 shall include any State requirements regarding supervision or direction,  
31 if required by such State and as further defined by such State's statutes

1 and regulations;

2 BB. "Single-State License" means a License issued by any State that  
3 authorizes practice only within the issuing State;

4 CC. "State" means any state, commonwealth, district, or territory of  
5 the United States of America;

6 DD. "State of Qualifying Licensure" means the Member State that has  
7 issued a Compact Qualifying License to a Licensee pursuant to this  
8 compact; and

9 EE. "Unencumbered License" means a License that authorizes a  
10 Licensee to engage in the full and unrestricted practice of Athletic  
11 Training.

12 SECTION 3. STATE PARTICIPATION IN THE COMPACT

13 A. To be eligible to join this compact and to maintain eligibility  
14 as a Member State, a State must:

15 1. Enact and maintain a statute that is not materially different  
16 from the Model Compact Language;

17 2. License and regulate the practice of Athletic Training;

18 3. Require that Licensees in that State maintain Continuing  
19 Competence standards as part of their State practice act or Rules;

20 4. Have a mechanism in place for receiving and investigating  
21 complaints about Licensees;

22 5. Grant the Compact Privilege to a Licensee who meets all the  
23 requirements outlined in Section 4 of this compact in accordance with the  
24 terms of the compact and any Rules promulgated thereunder;

25 6. Participate fully in the Compact Commission's Data System,  
26 including using the unique identifier as defined in Rules;

27 7. Notify the Compact Commission, in compliance with the terms of  
28 the compact and Rules, of any Adverse Action or the availability of  
29 Current Significant Investigative Information regarding a Licensee;

30 8. Within a timeframe established by Rule, implement or utilize  
31 procedures for considering the criminal history records of applicants for

1 a Compact Qualifying License which includes receiving the results of the  
2 Federal Bureau of Investigation record search and shall use those results  
3 in making licensure decisions. These procedures shall include the  
4 submission of fingerprints or other biometric-based information by  
5 applicants for the purpose of obtaining an applicant's criminal history  
6 record information from the Federal Bureau of Investigation and the  
7 agency responsible for retaining that State's criminal records;

8 a. A Member State must fully implement a Criminal Background Check  
9 requirement in order to participate in the issuance and acceptance of  
10 Compact Privileges; and

11 b. Communication between a Member State and the Compact Commission  
12 or among Member States regarding the verification of eligibility for  
13 licensure through the compact shall not include any information received  
14 from the Federal Bureau of Investigation relating to a federal criminal  
15 records check performed by a Member State; and

16 9. Comply with and enforce the Rules of the Compact Commission.

17 B. Member States may set and collect a fee for issuance and renewal  
18 of a Compact Privilege to applicants.

19 C. Individuals without a Compact Qualifying License shall continue  
20 to be able to apply for a Member State's Single-State License as provided  
21 under the laws of each Member State.

22 D. Nothing in this compact shall affect the requirements established  
23 by a Member State for the issuance of a Single-State License.

24 E. A Compact Qualifying License shall be recognized by each Remote  
25 State as authorizing that Licensee to engage in the practice of Athletic  
26 Training, under a Compact Privilege, in another Member State in  
27 accordance with the requirements in Section 4 of this compact.

28 SECTION 4. COMPACT PRIVILEGE

29 A. To be eligible for a Compact Privilege under the terms and  
30 provisions of the compact, the Licensee shall complete a Criminal  
31 Background Check performed by the Licensing Authority in the State of

1 Qualifying Licensure prior to entry in the compact and shall:

2 1. Satisfy one of the following two pathways:

3 a. Hold a valid current active certification through the BOC, or its  
4 successor organization; or

5 b. If a Licensee does not meet the requirements of subsection  
6 4.A.1.a., the following must be completed:

7 i. An education program which is one of the following:

8 1. At least a bachelor's degree with a major course of study in  
9 Athletic Training, or an equivalent course of study from a college or  
10 university accredited at the time of graduation by CAATE, or its  
11 successor organization;

12 2. An academic degree from a college or university in a foreign  
13 country equivalent to the degree described in subparagraph 1 of this  
14 subsection with a major course of study as described in subparagraph 1 of  
15 this subsection that is accredited by CAATE, or its successor  
16 organization; or

17 3. The substantial equivalent of the foregoing which the Commission  
18 may determine by Rule; and

19 ii. Successful completion of the exam administered by the BOC, or  
20 its successor organization, preceding the date of the Licensee's  
21 application for licensure in their State of Qualifying Licensure or the  
22 substantial equivalent of the foregoing requirement which the Commission  
23 may determine by Rule.

24 2. Hold a Compact Qualifying License;

25 3. Have not had any Encumbrance against any License or Compact  
26 Privilege to practice Athletic Training within the previous two years;

27 4. Be eligible for a Compact Privilege in any Member State in  
28 accordance with Section 4 of this compact;

29 5. Notify the Compact Commission that the Licensee is seeking the  
30 Compact Privilege within a Remote State;

31 6. Pay any applicable fees, including any State fee, for the Compact

1 Privilege;

2 7. Meet only the Continuing Competence requirements established by  
3 the State of Qualifying Licensure;

4 8. Comply with any requirements of the State of Qualifying Licensure  
5 as set forth in Section 3 of this compact;

6 9. Meet any Jurisprudence Requirements established by the Remote  
7 State in which the Licensee is seeking a Compact Privilege; and

8 10. Report to the Compact Commission any Adverse Action,  
9 Encumbrance, or restriction on a License taken by any non-Member State  
10 within thirty days from the date the action is taken.

11 B. The Compact Privilege is valid until the expiration date of the  
12 Compact Qualifying License. To maintain a Compact Privilege, renewal of  
13 the Compact Privilege shall be congruent with the renewal of the Compact  
14 Qualifying License as the Compact Commission may define by Rule. The  
15 Licensee must comply with the requirements of this section to maintain  
16 the Compact Privilege in the Remote State. A Licensee may apply for and  
17 hold Compact Privileges in multiple Member States.

18 C. A Licensed Athletic Trainer must follow the Scope of Practice of  
19 the Member State where the patient is located. A Licensee engaging in the  
20 practice of Athletic Training in a Remote State under the Compact  
21 Privilege shall adhere to the Scope of Practice laws and regulations of  
22 the Remote State. Licensees shall be responsible for educating themselves  
23 on, and complying with, any and all Scope of Practice laws and  
24 regulations and State laws relating to the remote practice of Athletic  
25 Training, as applicable.

26 D. A Licensee engaging in the practice of Athletic Training in a  
27 Remote State is subject to that State's regulatory authority. A Remote  
28 State may, in accordance with due process and that State's laws, remove a  
29 Licensee's Compact Privilege in the Remote State for a specific period of  
30 time, impose fines, or take any other necessary actions to protect the  
31 health and safety of its citizens. Any Member State which undertakes such

1 an action shall promptly notify the Member State and the Commission as  
2 specified in the Rules. The Licensee may be deemed to be ineligible to  
3 exercise the Compact Privilege by any Member State until the specific  
4 time for removal has passed and all fines are paid.

5 E. All Member State disciplinary orders that impose Adverse Action  
6 against a Compact Qualifying License shall result in deactivation of the  
7 Licensee's Compact Privilege in all Member States during the pendency of  
8 the order. If a Compact Qualifying License is Encumbered, the Licensee  
9 shall lose the Compact Privilege in any Remote State until the following  
10 occur:

11 1. The Compact Qualifying License is no longer Encumbered; and  
12 2. The Licensee has not had any Encumbrance or restriction against  
13 any License, Compact Qualifying License, or Compact Privilege within the  
14 previous two years.

15 F. Once an Encumbered License is restored to good standing as a  
16 Compact Qualifying License (as certified by the Licensing Authority) the  
17 Licensee must meet the requirements of this section to obtain a Compact  
18 Privilege in any Remote State.

19 G. If a Licensee's Compact Privilege in any Remote State is removed,  
20 that Licensee may also lose the Compact Privilege in other Remote States,  
21 as each Member State shall determine in its sole authority, until the  
22 following occur:

23 1. The specific period of time for which the Compact Privilege was  
24 removed has ended;  
25 2. All fines have been paid; and  
26 3. Have not had any Encumbrance or restriction against any License  
27 or Compact Privilege within the previous two years.

28 H. Once the requirements of Section 4.G have been met, the Licensee  
29 must meet the requirements in Section 4.A to obtain a Compact Privilege  
30 in a Remote State.

31 SECTION 5. COMPACT QUALIFYING LICENSE

1        A. A Licensee may only designate one License as their Compact  
2 Qualifying License at a time. The procedures for such designation may be  
3 further defined by Compact Commission Rule.

4        B. Nothing in this Section shall require that the State of  
5 Qualifying Licensure be the State of primary residence or State of  
6 primary practice for the Licensee.

7        C. Nothing in this compact shall interfere with a Licensee's ability  
8 to hold a Single-State License in multiple States.

9        D. Nothing in this compact shall affect the requirements established  
10 by a Member State for the issuance of a Single-State License.

11        SECTION 6. ACTIVE MILITARY MEMBER OR THEIR SPOUSES

12        An Active Military Member or their spouse shall not be required to  
13 pay a fee to the Commission for a Compact Privilege. If a Member State  
14 chooses to charge a Member State fee, it may choose to charge a reduced  
15 fee or no fee to an Active Military Member or their spouse for a Compact  
16 Privilege.

17        SECTION 7. ADVERSE ACTIONS

18        A. A Member State in which a Licensee is issued a Compact Qualifying  
19 License shall have the exclusive authority to impose Adverse Action  
20 against the Compact Qualifying License issued by that Member State.

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

24        C. Nothing in this compact shall override a Member State's decision  
25 that participation in an Alternative Program may be used in lieu of  
26 Adverse Action and that such participation shall remain nonpublic if  
27 required by the Member State's laws or Rules.

28        D. A Remote State shall have the authority to:

29        1. Take Adverse Actions as set forth herein against a Licensee's  
30 Compact Privilege in that State; and

31        2. Issue subpoenas for both hearings and investigations that require

1 the attendance and testimony of witnesses as well as the production of  
2 evidence.

3 a. Subpoenas may be issued by a Member State Athletic Training  
4 Licensing Authority for the attendance and testimony of witnesses and the  
5 production of evidence.

6 b. A Member State which issues a subpoena may request service of  
7 that subpoena by another Member State. The Member State receiving the  
8 request to serve a subpoena shall serve the subpoena if it is deemed  
9 enforceable by a court of competent jurisdiction according to the  
10 practice and procedure in the receiving Member State.

11 c. The issuing authority shall pay any witness fees, travel  
12 expenses, mileage, and other fees required by the service statutes of the  
13 State where the witnesses or evidence are located.

14 E. For purposes of taking Adverse Action, a Member State shall give  
15 the same priority and effect to reported conduct received from another  
16 Member State as it would if the conduct had occurred within that State.  
17 In so doing, the investigating Member State shall apply its own State  
18 laws to determine appropriate action.

19 F. A Member State, if otherwise permitted by State law, may recover  
20 from the affected Licensee the costs of investigations and dispositions  
21 of cases resulting from any Adverse Action taken against that Licensee.

22 G. Joint Investigations:

23 1. In addition to the authority granted to a Member State by its  
24 respective State law, any Member State may participate with other Member  
25 States in joint investigations of Licensees.

26 2. Member States shall share any Current Significant Investigative  
27 Information, litigation, or compliance materials in furtherance of any  
28 joint or individual investigation initiated under the compact. In sharing  
29 such information between Member State Athletic Trainer Licensing  
30 Authorities, all information obtained shall be kept confidential, except  
31 as otherwise mutually agreed upon by the sharing and receiving Member

1 States.

2 3. A Remote State may issue subpoenas on behalf of a Member State  
3 for both hearings and investigations that require the attendance and  
4 testimony of witnesses as well as the production of evidence.

5 H. If a Member State takes Adverse Action, it shall promptly notify  
6 the administrator of the Data System. The administrator of the Data  
7 System shall promptly notify all Member States of any Adverse Actions by  
8 Remote States.

9 I. Nothing in this compact may permit a Member State to take any  
10 Adverse Action against a Licensee or holder of a Compact Privilege for  
11 conduct or practice occurring in another Member State that was legal in  
12 the Member State at the time it was undertaken.

13 SECTION 8. ESTABLISHMENT AND OPERATION OF THE COMMISSION

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

21 B. Membership, Voting, and Meetings

22 1. Each Member State shall have and be limited to one Commissioner  
23 selected by that Member State's Licensing Authority within sixty days of  
24 the Member State's effective date.

25 2. The Commissioner shall be an administrator or their designated  
26 staff or current board member of the Licensing Authority.

27 3. The Compact Commission may recommend removal or suspension of any  
28 Commissioner from office.

29 4. A Member State's Licensing Authority shall fill any vacancy of  
30 its Commissioner occurring on the Compact Commission within sixty days of  
31 the vacancy.

1           5. Each Commissioner shall be entitled to one vote on all matters  
2 before the Compact Commission requiring a vote by the Commissioners.

3           6. The Compact Commission shall meet at least once during each  
4 calendar year. Additional meetings may be held as set forth in the  
5 Commission bylaws. A Commissioner shall vote in person or by such other  
6 means as provided in the bylaws. The bylaws may provide for Commissioners  
7 to meet by telecommunication, videoconference, or other means of  
8 communication.

9           C. The Compact Commission shall have the following powers:

10           1. Promulgate, adopt, and amend Rules and bylaws;

11           2. Establish code of conduct, confidentiality, and conflict of  
12 interest policies for Commissioners;

13           3. Establish the fiscal year of the Compact Commission;

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

15           5. Purchase and maintain insurance and insurance bonds;

16           6. Accept, or contract for services of personnel, including, but not  
17 limited to, employees of a Member State;

18           7. Conduct a financial review or audit;

19           8. Hire employees, elect or appoint officers, fix compensation,  
20 define duties, grant such individuals appropriate authority to carry out  
21 the purposes of the compact, and establish the Compact Commission's  
22 personnel policies and programs relating to conflicts of interest,  
23 qualifications of personnel, and other related personnel matters;

24           9. Enter into contracts or arrangements for the management of the  
25 affairs of the Commission;

26           10. Assess and collect fees;

27           11. Accept any and all appropriate gifts, donations, grants of  
28 money, other sources of revenue, equipment, supplies, materials, and  
29 services, and receive, utilize, and dispose of the same; provided that at  
30 all times the Compact Commission shall avoid any appearance of  
31 impropriety or conflict of interest;

1           12. Lease, purchase, retain, own, hold, improve, invest, or use any  
2 property, real, personal, or mixed, or any undivided interest therein;

3           13. Sell, convey, mortgage, pledge, lease, exchange, abandon, or  
4 otherwise dispose of any property real, personal, or mixed;

5           14. Establish a budget and make expenditures;

6           15. Borrow and invest money;

7           16. Meet and take such actions as are consistent with the provisions  
8 of this compact, the Compact Commission's Rules, and the bylaws;

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

12           18. Maintain and certify records and information provided to a  
13 Member State as the authenticated business records of the Compact  
14 Commission, and designate an agent to do so on the Compact Commission's  
15 behalf;

16           19. Provide and receive information from, and cooperate with, law  
17 enforcement agencies;

18           20. Determine whether a State's adopted language is materially  
19 different from the Model Compact Language such that the State would not  
20 qualify for participation in the compact;

21           21. Establish and elect an Executive Committee, including a chair  
22 and a vice-chair, secretary, treasurer, and such other offices as the  
23 Commission shall establish by Rule or bylaw;

24           22. Appoint committees, including standing committees, composed of  
25 Member State Commissioners, State regulators, State legislators or their  
26 representatives, and consumer representatives, and such other interested  
27 persons as may be designated in this compact and the bylaws; and

28           23. Perform such other functions as may be necessary or appropriate  
29 to achieve the purposes of this compact.

30           D. The Executive Committee

31           1. The Executive Committee shall have the power to act on behalf of

1 the Compact Commission according to the terms of this compact. The  
2 powers, duties, and responsibilities of the Executive Committee shall  
3 include:

4 a. Exercise the powers and duties of the Compact Commission during  
5 the interim between Compact Commission meetings, except for adopting or  
6 amending Rules, adopting or amending bylaws, and exercising any other  
7 powers and duties expressly reserved to the Compact Commission by Rule or  
8 bylaw;

9 b. Oversee the day-to-day activities of the administration of the  
10 compact including enforcement and compliance with the provisions of the  
11 compact, its Rules and bylaws, and other such duties as deemed necessary;

12 c. Recommend to the Compact Commission changes to the Rules or  
13 bylaws, changes to this compact legislation, fees charged to compact  
14 Member States, fees charged to Licensees, and other fees;

15 d. Ensure compact administration services are appropriately  
16 provided, including by contract;

17 e. Prepare and recommend the budget;

18 f. Maintain financial records on behalf of the Compact Commission;

19 g. Monitor compact compliance of Member States and provide  
20 compliance reports to the Compact Commission;

21 h. Establish additional committees as necessary; and

22 i. Other duties as provided in the Rules or bylaws of the Compact  
23 Commission.

24 2. The Executive Committee shall be composed of five voting members,  
25 elected by the Compact Commission:

26 a. The chair and vice-chair of the Compact Commission shall be  
27 voting members of the Executive Committee;

28 b. The Compact Commission shall elect up to three additional voting  
29 members from the current membership of the Compact Commission to include  
30 the offices of treasurer, secretary, and one member-at-large; and

31 c. Up to four ex officio, nonvoting members from recognized national

1 athletic trainer organizations.

2 3. The Compact Commission may remove any member of the Executive  
3 Committee as provided in the Compact Commission's bylaws.

4 4. The Executive Committee shall meet at least annually:

5 a. Executive Committee meetings shall be open to the public, except  
6 that the Executive Committee may meet in a closed, nonpublic meeting as  
7 provided in this Section.

8 b. The Executive Committee shall give advance notice of its  
9 meetings, posted on its website and as determined by Rule or bylaw to  
10 provide notice to persons with an interest in the business of the Compact  
11 Commission.

12 c. The Executive Committee may hold a special meeting in accordance  
13 with this section.

14 E. The Compact Commission shall adopt and provide to the Member  
15 States an annual report.

16 F. Meetings of the Compact Commission:

17 1. All meetings shall be open to the public, except that the Compact  
18 Commission may meet in a closed, nonpublic meeting as provided in this  
19 section.

20 2. Public notice for all meetings of the full Compact Commission  
21 shall be given in the same manner as required under the rulemaking  
22 provisions in this compact, except that the Compact Commission may hold a  
23 special meeting as provided in this section.

24 3. The Compact Commission may hold a special meeting when it must  
25 meet to conduct emergency business by giving twenty-four hours' notice to  
26 all Commissioners, on the Compact Commission's website, and by other  
27 means as provided in the Compact Commission's Rules. The Compact  
28 Commission's legal counsel shall certify that the Compact Commission's  
29 need to meet qualifies as an emergency.

30 4. The Compact Commission or the Executive Committee or other  
31 committees of the Compact Commission may convene in a closed, nonpublic

1 meeting for the Compact Commission or Executive Committee or other  
2 committees of the Compact Commission to receive legal advice or to  
3 discuss:

4 a. Noncompliance of a Member State with its obligations under the  
5 compact;

6 b. The employment, compensation, discipline, or other matters,  
7 practices, or procedures related to specific employees;

8 c. Current or threatened discipline of a Licensee by a Member  
9 State's Licensing Authority;

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

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

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

14 g. Trade secrets or commercial or financial information that is  
15 privileged or confidential;

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

18 i. Investigative records compiled for law enforcement purposes;

19 j. Information related to any investigative reports prepared by or  
20 on behalf of or for use of the Compact Commission or other committee  
21 charged with responsibility of investigation or determination of  
22 compliance issues pursuant to the compact;

23 k. Matters specifically exempted from disclosure by federal or  
24 Member State law; or

25 l. Other matters as specified in Rules of the Compact Commission.

26 5. If a meeting, or portion of a meeting, is closed, the Compact  
27 Commission's legal counsel or designee shall certify that the meeting  
28 will be closed and reference each relevant exempting provision, and such  
29 reference shall be recorded in the minutes. All minutes and documents of  
30 a closed meeting shall remain under seal, subject to release only by a  
31 majority vote of the Compact Commission or order of a court of competent

1 jurisdiction.

2 G. Financing of the Compact Commission:

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

6 2. The Compact Commission may accept any and all appropriate revenue  
7 sources as provided in this section.

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

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

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

30 H. Qualified Immunity, Defense, and Indemnification:

31 1. The members, officers, executive director, employees, and

1 representatives of the Compact Commission shall have no greater liability  
2 than a state employee would have under the same or similar circumstances,  
3 both personally and in their official capacity, for any claim for damage  
4 to or loss of property or personal injury or other civil liability caused  
5 by or arising out of any actual or alleged act, error, or omission that  
6 occurred, or that the person against whom the claim is made had a  
7 reasonable basis for believing occurred within the scope of Compact  
8 Commission employment, duties, or responsibilities; provided that nothing  
9 in this paragraph shall be construed to protect any such person from suit  
10 or liability for any damage, loss, injury, or liability caused by the  
11 intentional or willful or wanton misconduct of that person. The  
12 procurement of insurance of any type by the Compact Commission shall not  
13 in any way compromise or limit the immunity granted hereunder.

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

26 3. The Compact Commission shall indemnify and hold harmless any  
27 member, officer, executive director, employee, and representative of the  
28 Compact Commission for the amount of any settlement or judgment obtained  
29 against that person arising out of any actual or alleged act, error, or  
30 omission that occurred within the scope of Compact Commission employment,  
31 duties, or responsibilities, or that such person had a reasonable basis

1 for believing occurred within the scope of Compact Commission employment,  
2 duties, or responsibilities, provided that the actual or alleged act,  
3 error, or omission did not result from the intentional or willful or  
4 wanton misconduct of that person.

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

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

13 6. Nothing in this compact shall be construed to be a waiver of  
14 sovereign immunity by the Member States or by the Compact Commission.

15 SECTION 9. DATA SYSTEM

16 A. The Commission shall provide for the development, maintenance,  
17 operation, and utilization of a coordinated Data System and reporting  
18 system containing licensure, Compact Privileges, Adverse Action, and the  
19 presence of Current Significant Investigative Information on all  
20 Licensees and applicants for a License in Member States.

21 B. Notwithstanding any other provision of State law to the contrary,  
22 a Member State shall submit a uniform data set to the Data System on all  
23 Licensees, applicants, and others to whom this compact is applicable as  
24 required by the Rules of the Compact Commission, including:

25 1. Personally identifying information;

26 2. Licensure data;

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

29 4. Nonconfidential information related to Alternative Program  
30 participation, the beginning and ending dates of such participation, and  
31 other information related to such participation;

1           5. Any denial of an application for licensure, and the reason for  
2 such denial, excluding the reporting of any criminal history record  
3 information where prohibited by law;

4           6. A binary determination regarding the presence of Current  
5 Significant Investigative Information; and

6           7. Other information that may facilitate the administration of this  
7 compact or the protection of the public, as determined by the Rules of  
8 the Commission.

9           C. The records and information provided to a Member State pursuant  
10 to this compact or through the Data System, when certified by the  
11 Commission or an agent thereof, shall constitute the authenticated  
12 business records of the Commission, and shall be entitled to any  
13 associated hearsay exception in any relevant judicial, quasi-judicial, or  
14 administrative proceedings in a Member State.

15           D. Current Significant Investigative Information pertaining to a  
16 Licensee in any Member State will only be available to other Member  
17 States.

18           E. It is the responsibility of the Member States to monitor the Data  
19 System to determine whether Adverse Action has been taken against a  
20 Licensee or License applicant. Adverse Action information pertaining to a  
21 Licensee or License applicant in any Member State will be available to  
22 any other Member State.

23           F. Member States contributing information to the Data System may  
24 designate information that may not be shared with the public without the  
25 express permission of the contributing State.

26           G. Any information submitted to the Data System that is subsequently  
27 expunged pursuant to federal law or the laws of the Member State  
28 contributing the information shall be removed from the Data System.

29           SECTION 10. RULEMAKING

30           A. The Compact Commission shall promulgate reasonable Rules in order  
31 to effectively and efficiently implement and administer the purposes and

1 provisions of the compact. A Rule shall be invalid and have no force or  
2 effect only if a court of competent jurisdiction holds that the Rule is  
3 invalid because the Compact Commission exercised its rulemaking authority  
4 in a manner that is beyond the scope and purposes of the compact, or the  
5 powers granted hereunder, or based upon another applicable standard of  
6 review.

7 B. The Rules of the Compact Commission shall have the force of law  
8 in each Member State, provided however that where the Rules conflict with  
9 the laws or regulations of a Member State that relate to the Scope of  
10 Practice a Licensed Athletic Trainer is permitted to undertake in that  
11 State and the circumstances under which they may do so, as held by a  
12 court of competent jurisdiction, the Rules of the Compact Commission  
13 shall be ineffective in that State to the extent of the conflict.

14 C. The Compact Commission shall exercise its rulemaking powers  
15 pursuant to the criteria set forth in this section and the Rules adopted  
16 thereunder. Rules of this compact shall become binding on the day  
17 following adoption or as of the date specified in the Rule or amendment,  
18 whichever is later.

19 D. If a majority of the legislatures of the Member States rejects a  
20 Rule or portion of a Rule, by enactment of a statute or resolution in the  
21 same manner used to adopt the compact within four years of the date of  
22 adoption of the Rule, then such Rule shall have no further force and  
23 effect in any Member State.

24 E. Rules shall be adopted at a regular or special meeting of the  
25 Compact Commission.

26 F. Prior to adoption of a proposed Rule, the Compact Commission  
27 shall hold a public hearing and allow persons to provide oral and written  
28 comments, data, facts, opinions, and arguments. At least thirty days in  
29 advance of the public hearing on the proposed Rule, the Compact  
30 Commission shall provide a notice of proposed rulemaking:

31 1. On the website of the Compact Commission or other publicly

1 accessible platform;

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

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

5 G. The notice of proposed rulemaking shall include:

6 1. The time, date, and location of the public hearing at which the  
7 Compact Commission will hear public comments on the proposed Rule and, if  
8 different, the time, date, and location of the meeting where the Compact  
9 Commission will consider and vote on the proposed Rule;

10 2. If the hearing is held via telecommunication, videoconference, or  
11 other electronic means, the Compact Commission shall include the  
12 mechanism for access to the hearing in the notice of proposed rulemaking;

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

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

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

18 H. All hearings will be recorded. A copy of the recording and all  
19 written comments and documents received by the Compact Commission in  
20 response to the proposed Rule shall be available to the public.

21 I. Nothing in this section shall be construed as requiring a  
22 separate hearing on each Rule. Rules may be grouped for the convenience  
23 of the Compact Commission at hearings required by this section.

24 J. The Compact Commission shall, by majority vote of all members,  
25 take final action on the proposed Rule based on the rulemaking record and  
26 the full text of the Rule.

27 1. The Compact Commission may adopt changes to the proposed Rule  
28 provided the changes do not enlarge the original purpose of the proposed  
29 Rule.

30 2. The Compact Commission shall provide an explanation of the  
31 reasons for substantive changes made to the proposed Rule as well as

1 reasons for substantive changes not made that were recommended by  
2 commenters.

3 3. The Compact Commission shall determine a reasonable effective  
4 date for the Rule. Except for an emergency as provided in this section,  
5 the effective date of the Rule shall be no sooner than thirty days after  
6 issuing the notice that it adopted or amended the Rule.

7 K. Upon determination that an emergency exists, the Compact  
8 Commission may consider and adopt an emergency Rule with twenty-four  
9 hours' notice, with opportunity to comment, provided that the usual  
10 rulemaking procedures provided in the compact and in this section shall  
11 be retroactively applied to the Rule as soon as reasonably possible, in  
12 no event later than ninety days after the effective date of the Rule. For  
13 the purposes of this provision, an emergency Rule is one that must be  
14 adopted immediately in order to:

- 15 1. Meet an imminent threat to public health, safety, or welfare;  
16 2. Prevent a loss of Compact Commission or Member State funds;  
17 3. Meet a deadline for the promulgation of a Rule that is  
18 established by federal law or rule; or  
19 4. Protect public health and safety.

20 L. The Compact Commission or an authorized committee of the Compact  
21 Commission may direct revisions to a previously adopted Rule for purposes  
22 of correcting typographical errors, errors in format, errors in  
23 consistency, or grammatical errors. Public notice of any revisions shall  
24 be posted on the website of the Compact Commission. The revisions shall  
25 be subject to challenge by any person for a period of thirty days after  
26 posting. A revision may be challenged only on grounds that the revision  
27 results in a material change to a Rule. A challenge shall be made in  
28 writing and delivered to the Compact Commission prior to the end of the  
29 notice period. If no challenge is made, the revision will take effect  
30 without further action. If the revision is challenged, the revision may  
31 not take effect without the approval of the Compact Commission.

1           M. No Member State's rulemaking requirements shall apply under this  
2 compact.

3           SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

4           A. Oversight:

5           1. The executive and judicial branches of State government in each  
6 Member State shall enforce this compact and take all actions necessary  
7 and appropriate to implement the compact.

8           2. Except as otherwise provided in this compact, venue is proper and  
9 judicial proceedings by or against the Compact Commission shall be  
10 brought solely and exclusively in a court of competent jurisdiction where  
11 the principal office of the Compact Commission is located. The Compact  
12 Commission may waive venue and jurisdictional defenses to the extent it  
13 adopts or consents to participate in alternative dispute resolution  
14 proceedings. Nothing herein shall affect or limit the selection or  
15 propriety of venue in any action against a Licensee for professional  
16 malpractice, misconduct or any such similar matter.

17           3. The Compact Commission shall be entitled to receive service of  
18 process in any proceeding regarding the enforcement or interpretation of  
19 the compact and shall have standing to intervene in such a proceeding for  
20 all purposes. Failure to provide the Compact Commission service of  
21 process shall render a judgment or order void as to the Compact  
22 Commission, this compact, or promulgated Rules.

23           B. Default, Technical Assistance, and Termination:

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

31           2. The Compact Commission shall provide a copy of the notice of

1 default to the other Member States.

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

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

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

19 F. Upon the termination of a State's membership from this compact,  
20 that State shall immediately provide notice to all Licensees within that  
21 State of such termination. The terminated State shall continue to  
22 recognize all Licenses and Compact Privileges granted pursuant to this  
23 compact for a minimum of one hundred eighty days after the date of said  
24 notice of termination.

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

29 H. The defaulting State may appeal the action of the Compact  
30 Commission by petitioning the United States District Court for the  
31 District of Columbia or the federal district where the Compact Commission

1 has its principal offices. The prevailing party shall be awarded all  
2 costs of such litigation, including reasonable attorney's fees.

3 I. Dispute Resolution:

4 1. Upon request by a Member State, the Compact Commission shall  
5 attempt to resolve disputes related to the compact that arise among  
6 Member States and between Member and non-Member States.

7 2. The Compact Commission shall promulgate a Rule providing for both  
8 mediation and binding dispute resolution for disputes as appropriate.

9 J. Enforcement:

10 1. By two-thirds majority vote, the Compact Commission may initiate  
11 legal action against a Member State in default in the United States  
12 District Court for the District of Columbia or the federal district where  
13 the Compact Commission has its principal offices to enforce compliance  
14 with the provisions of the compact and its promulgated Rules. The relief  
15 sought may include both injunctive relief and damages. In the event  
16 judicial enforcement is necessary, the prevailing party shall be awarded  
17 all costs of such litigation, including reasonable attorney's fees. The  
18 remedies herein shall not be the exclusive remedies of the Compact  
19 Commission. The Compact Commission may pursue any other remedies  
20 available under federal or the defaulting Member State's law.

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

29 3. No person other than a Member State shall enforce this compact  
30 against the Compact Commission.

31 SECTION 12. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

1           A. The compact shall come into effect on the date on which the  
2 compact statute is enacted into law in the seventh Member State.

3           1. On or after the effective date of the compact, the Compact  
4 Commission shall convene and review the enactment of each of the first  
5 seven Member States (Charter Member States) to determine if the statute  
6 enacted and made effective by each such Charter Member State is  
7 materially different than the Model Compact Language.

8           a. A Charter Member State whose enactment is found to be materially  
9 different from the Model Compact Language shall be entitled to the  
10 default process set forth in Section 11 of this compact.

11           b. If any Member State is later found to be in default, or is  
12 terminated or withdraws from the compact, the Compact Commission shall  
13 remain in existence and the compact shall remain in effect even if the  
14 number of Member States should be less than seven.

15           2. Member States enacting the compact subsequent to the seven  
16 initial Charter Member States shall be subject to the process set forth  
17 in this section to determine if their enactments are materially different  
18 from the Model Compact Language and whether they qualify for  
19 participation in the compact.

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

25           4. Any State that joins the compact subsequent to the Compact  
26 Commission's initial adoption of the Rules and bylaws shall be subject to  
27 the Rules and bylaws as they exist on the date on which the compact  
28 becomes law in that State. Any Rule that has been previously adopted by  
29 the Compact Commission shall have the full force and effect of law on the  
30 day the compact becomes law in that State.

31           B. Any Member State may withdraw from this compact by enacting a

1 statute repealing the same.

2 1. A Member State's withdrawal shall not take effect until one  
3 hundred eighty days after enactment of the repealing statute.

4 2. Withdrawal shall not affect the continuing requirement of the  
5 withdrawing State's Licensing Authority to comply with the investigative  
6 and Adverse Action reporting requirements of this compact prior to the  
7 effective date of withdrawal.

8 3. Upon the enactment of a statute withdrawing from this compact, a  
9 State shall immediately provide notice of such withdrawal to all  
10 licensees and privilege holders within that State. Notwithstanding any  
11 subsequent statutory enactment to the contrary, such withdrawing State  
12 shall continue to recognize all Compact Privileges granted pursuant to  
13 this compact for a minimum of one hundred eighty days after the date of  
14 such notice of withdrawal.

15 4. Nothing contained in this compact shall be construed to  
16 invalidate or prevent any licensure agreement or other cooperative  
17 arrangement between a Member State and a non-Member State that does not  
18 conflict with the provisions of this compact.

19 5. This compact may be amended by the Member States. No amendment to  
20 this compact shall become effective and binding upon any Member State  
21 until it is enacted into the laws of all Member States.

22 SECTION 13. CONSTRUCTION AND SEVERABILITY

23 A. This compact and the Compact Commission's rulemaking authority  
24 shall be liberally construed so as to effectuate the purposes, and the  
25 implementation and administration of the compact. Provisions of the  
26 compact expressly authorizing or requiring the promulgation of Rules  
27 shall not be construed to limit the Compact Commission's rulemaking  
28 authority solely for those purposes.

29 B. The provisions of this compact shall be severable and if any  
30 phrase, clause, sentence, or provision of this compact is held by a court  
31 of competent jurisdiction to be contrary to the constitution of any

1 Member State, a State seeking participation in the compact, or of the  
2 United States, or the applicability thereof to any government, agency,  
3 person, or circumstance is held to be unconstitutional by a court of  
4 competent jurisdiction, the validity of the remainder of this compact and  
5 the applicability thereof to any other government, agency, person, or  
6 circumstance shall not be affected thereby.

7 C. Notwithstanding the foregoing, the Compact Commission may deny a  
8 State's participation in the compact or terminate a Member State's  
9 participation in the compact if it determines that a constitutional  
10 requirement of a Member State is a material departure from the compact.  
11 Otherwise, if this compact shall be held to be contrary to the  
12 constitution of any Member State, the compact shall remain in full force  
13 and effect as to the remaining Member States and in full force and effect  
14 as to the Member State affected as to all severable matters.

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

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

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

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

23 **Sec. 8.** Section 38-131, Revised Statutes Supplement, 2025, is  
24 amended to read:

25 38-131 (1) An applicant for an initial license to practice as a  
26 registered nurse, a licensed practical nurse, a physical therapist, a  
27 physical therapy assistant, an athletic trainer, a psychologist, a  
28 respiratory care practitioner, an advanced emergency medical technician,  
29 an emergency medical technician, an audiologist, a speech-language  
30 pathologist, a licensed independent mental health practitioner, an  
31 occupational therapist, an occupational therapy assistant, a dietitian, a

1 certified social worker, a certified master social worker, a licensed  
2 clinical social worker, a paramedic, a physician, an osteopathic  
3 physician, a physician or osteopathic physician who is an applicant for a  
4 temporary educational permit, a physician or osteopathic physician who is  
5 an applicant for a temporary visiting faculty permit, a physician  
6 assistant, a dentist, a dental hygienist, an optometrist, a podiatrist, a  
7 veterinarian, an advanced practice registered nurse-nurse practitioner,  
8 an advanced practice registered nurse-certified nurse midwife, or an  
9 advanced practice registered nurse-certified registered nurse anesthetist  
10 shall be subject to a criminal background check. Except as provided in  
11 subsection (4) of this section, such an applicant for an initial license  
12 shall submit a full set of fingerprints to the Nebraska State Patrol for  
13 a criminal history record information check. The applicant shall  
14 authorize release of the results of the national criminal history record  
15 information check by the Federal Bureau of Investigation to the  
16 department. The applicant shall pay the actual cost of the fingerprinting  
17 and criminal background check.

18 (2) The Nebraska State Patrol is authorized to submit the  
19 fingerprints of such applicants to the Federal Bureau of Investigation  
20 and to issue a report to the department that includes the criminal  
21 history record information concerning the applicant. The Nebraska State  
22 Patrol shall forward submitted fingerprints to the Federal Bureau of  
23 Investigation for a national criminal history record information check.  
24 The Nebraska State Patrol shall issue a report to the department that  
25 includes the criminal history record information concerning the  
26 applicant.

27 (3) This section shall not apply to a dentist who is an applicant  
28 for a dental locum tenens under section 38-1122, to a physician or  
29 osteopathic physician who is an applicant for a physician locum tenens  
30 under section 38-2036, or to a veterinarian who is an applicant for a  
31 veterinarian locum tenens under section 38-3335.

1 (4) A physician or osteopathic physician who is an applicant for a  
2 temporary educational permit shall have ninety days from the issuance of  
3 the permit to comply with subsection (1) of this section and shall have  
4 such permit suspended after such ninety-day period if the criminal  
5 background check is not complete or revoked if the criminal background  
6 check reveals that the applicant was not qualified for the permit.

7 (5) The department and the Nebraska State Patrol may adopt and  
8 promulgate rules and regulations concerning costs associated with the  
9 fingerprinting and the national criminal history record information  
10 check.

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

14 **Sec. 9.** Section 38-404, Revised Statutes Cumulative Supplement,  
15 2024, is amended to read:

16 38-404 Athletic trainer means a health care professional who is  
17 licensed to practice athletic training under the Athletic Training  
18 Practice Act or the Athletic Trainer Compact and who, under guidelines  
19 established with a licensed physician, performs the functions outlined in  
20 section 38-408 except as otherwise provided in subsection (5) of section  
21 38-408.

22 **Sec. 10.** Section 38-409, Revised Statutes Cumulative Supplement,  
23 2024, is amended to read:

24 38-409 No person shall be authorized to perform the functions  
25 outlined in section 38-408 unless the person first obtains a license as  
26 an athletic trainer or unless such person is licensed as a physician,  
27 osteopathic physician, chiropractor, nurse, physical therapist, or  
28 podiatrist. No person shall hold himself or herself out as an athletic  
29 trainer in this state unless such person is licensed under the Athletic  
30 Training Practice Act or the Athletic Trainer Compact.

31 **Sec. 11.** Section 38-1716, Revised Statutes Cumulative Supplement,

1 2024, is amended to read:

2 38-1716 No person shall operate or profess or attempt to operate a  
3 massage therapy establishment unless such establishment is licensed by  
4 the department under the Massage Therapy Practice Act. The department  
5 shall not issue or renew a license for a massage therapy establishment  
6 until all requirements of the act have been complied with. No person  
7 shall engage in any of the practices of massage therapy in any location  
8 or premises other than a licensed massage therapy establishment except as  
9 specifically permitted in the act or in the rules and regulations adopted  
10 and promulgated by the department.

11 **Sec. 12.** Section 38-1915, Reissue Revised Statutes of Nebraska, is  
12 amended to read:

13 38-1915 (1)(a) ~~(1)~~ A person licensed by the department, with the  
14 recommendation of the board, as a medical radiographer may practice  
15 medical radiography on any part of the human anatomy for interpretation  
16 by, and under the direction of, a licensed practitioner, including  
17 computed tomography but excluding interpretative fluoroscopic procedures,  
18 and may use fluoroscopy in collaboration ~~conjunction~~ with a certified  
19 registered nurse anesthetist as authorized in section 38-711.

20 (b) A medical radiographer may also utilize fluoroscopy under the  
21 direction of, or in collaboration with, a nurse practitioner pursuant to  
22 section 38-2315.

23 (2) An applicant for a license as a medical radiographer shall:

24 (a) Complete an educational program in radiography approved by the  
25 board pursuant to subsection (1) of section 38-1918;

26 (b) Complete an application in accordance with the Uniform  
27 Credentialing Act; and

28 (c) Successfully complete an examination approved by the board.

29 (3) Presentation of proof of registration in radiography with the  
30 American Registry of Radiologic Technologists is proof of meeting the  
31 requirements of subdivisions (2)(a) and (c) of this section.

1           **Sec. 13.** Section 38-2315, Reissue Revised Statutes of Nebraska, is  
2 amended to read:

3           38-2315 (1) A nurse practitioner may provide health care services  
4 within specialty areas. A nurse practitioner shall function by  
5 establishing collaborative, consultative, and referral networks as  
6 appropriate with other health care professionals. Patients who require  
7 care beyond the scope of practice of a nurse practitioner shall be  
8 referred to an appropriate health care provider.

9           (2) Nurse practitioner practice means health promotion, health  
10 supervision, illness prevention and diagnosis, treatment, and management  
11 of common health problems and acute and chronic conditions, including:

12           (a) Assessing patients, ordering diagnostic tests and therapeutic  
13 treatments, synthesizing and analyzing data, and applying advanced  
14 nursing principles;

15           (b) Dispensing, incident to practice only, sample medications which  
16 are provided by the manufacturer and are provided at no charge to the  
17 patient; and

18           (c) Prescribing therapeutic measures and medications relating to  
19 health conditions within the scope of practice.

20           (3) A nurse practitioner who has proof of a current certification  
21 from an approved certification program in a psychiatric or mental health  
22 specialty may manage the care of patients committed under the Nebraska  
23 Mental Health Commitment Act. Patients who require care beyond the scope  
24 of practice of a nurse practitioner, who has proof of a current  
25 certification from an approved certification program in a psychiatric or  
26 mental health specialty, shall be referred to an appropriate health care  
27 provider.

28           (4) A nurse practitioner may pronounce death and may complete and  
29 sign death certificates and any other forms if such acts are within the  
30 scope of practice of the nurse practitioner and are not otherwise  
31 prohibited by law.

1           (5) A nurse practitioner may perform and utilize fluoroscopy for  
2 procedural guidance and for the performance of authorized duties upon the  
3 nurse practitioner's successful completion of appropriate education and  
4 training as approved jointly by the department and the board. Such  
5 education and training shall be in accordance with rules and regulations  
6 adopted and promulgated pursuant to section 71-3508. A nurse practitioner  
7 may also direct fluoroscopy in collaboration with a licensed medical  
8 radiographer.

9           **Sec. 14.** Section 38-2852, Revised Statutes Cumulative Supplement,  
10 2024, is amended to read:

11           38-2852 Every applicant for licensure as a pharmacist shall ~~be~~  
12 ~~required to~~ attain a passing grade to be determined by the board in an  
13 examination in pharmacy and in an examination in jurisprudence of  
14 pharmacy. The jurisprudence examination may occur at a time, before or  
15 after graduation, as determined by the accredited pharmacy program  
16 attended by the applicant.

17           **Sec. 15.** Section 38-2866.01, Revised Statutes Supplement, 2025, is  
18 amended to read:

19           38-2866.01 (1) A pharmacist may supervise any combination of  
20 pharmacy technicians and pharmacist interns at any time up to a total of  
21 four people.

22           (2) A pharmacist intern shall be supervised at all times while  
23 performing the functions of a pharmacist intern which may include all  
24 aspects of the practice of pharmacy unless otherwise restricted. This  
25 subsection does not apply to a pharmacist intern who is receiving  
26 experiential training directed by the accredited pharmacy program in  
27 which he or she is enrolled.

28           (3) For any pharmacist supervising four pharmacy technicians ~~or~~  
29 ~~pharmacist interns~~, at least one individual person shall be a certified  
30 pharmacy technician pursuant to section 38-2890.

31           **Sec. 16.** Section 38-2871, Reissue Revised Statutes of Nebraska, is

1 amended to read:

2 38-2871 (1) Original prescription information for any controlled  
3 substances listed in Schedule III, IV, or V of section 28-405 and other  
4 prescription drugs or devices not listed in section 28-405 may be  
5 transferred between pharmacies for the purpose of refill dispensing as  
6 set forth in this section ~~on a one-time basis~~, except that pharmacies  
7 electronically sharing a real-time, online database may transfer up to  
8 the maximum refills permitted by law and as authorized by the prescribing  
9 practitioner on the prescription. Transfers are subject to the following:

10 (a) The transfer is communicated directly between two pharmacists or  
11 pharmacist interns except when the pharmacies can use a real-time, online  
12 database;

13 (b) The transferring pharmacist or pharmacist intern indicates void  
14 on the record of the prescription;

15 (c) The transferring pharmacist or pharmacist intern indicates on  
16 the record of the prescription the name, the address, and, if a  
17 controlled substance, the Drug Enforcement Administration number of the  
18 pharmacy to which the information was transferred, the name of the  
19 pharmacist or pharmacist intern receiving the information, the date of  
20 transfer, and the name of the transferring pharmacist or pharmacist  
21 intern;

22 (d) The receiving pharmacist or pharmacist intern indicates on the  
23 record of the transferred prescription that the prescription is  
24 transferred;

25 (e) The transferred prescription includes the following information:

26 (i) The date of issuance of the original prescription;

27 (ii) The original number of refills authorized;

28 (iii) The date of original dispensing;

29 (iv) The number of valid refills remaining;

30 (v) The date and location of last refill; and

31 (vi) The name, the address, and, if a controlled substance, the Drug

1 Enforcement Administration number of the pharmacy from which the transfer  
2 was made, the name of the pharmacist or pharmacist intern transferring  
3 the information, the original prescription number, and the date of  
4 transfer; and

5 (f) Both the original and transferred prescriptions must be  
6 maintained by the transferring and receiving pharmacy for a period of  
7 five years from the date of transfer.

8 (2) Prescriptions for drugs or devices not listed in section 28-405  
9 may be transferred between pharmacies for the purpose of refill  
10 dispensing if (a) the number of transfers does not exceed the number of  
11 originally authorized refills and (b) the original prescription is still  
12 valid.

13 (3) ~~(2)~~ Nothing in this section shall prevent a pharmacist from  
14 forwarding an original prescription for a noncontrolled substance to  
15 another pharmacy at the request of the patient or the patient's  
16 caregiver. An original prescription for a controlled substance shall not  
17 be forwarded to another pharmacy unless permitted under 21 C.F.R.  
18 1306.25.

19 (4) A prescription for a controlled substance may be transferred or  
20 forwarded as permitted by federal law.

21 **Sec. 17.** Section 38-3208, Revised Statutes Cumulative Supplement,  
22 2024, is amended to read:

23 38-3208 (1) Except as provided in subsection (2) of this section, a  
24 person shall not engage in the practice of respiratory care unless such  
25 person is licensed pursuant to the Respiratory Care Practice Act or holds  
26 a compact privilege under the Respiratory Care Interstate Compact.

27 (2) Subsection (1) of this section ~~The Respiratory Care Practice Act~~  
28 shall not prohibit:

29 (a) ~~(1)~~ The practice of respiratory care which is an integral part  
30 of the program of study by students enrolled in approved respiratory care  
31 education programs;

1           **(b) (2)** The gratuitous care, including the practice of respiratory  
2 care, of the ill by a friend or member of the family or by a person who  
3 is not licensed to practice respiratory care if such person does not  
4 represent himself or herself as a respiratory care practitioner;

5           **(c) (3)** The practice of respiratory care by nurses, physicians,  
6 physician assistants, physical therapists, or any other professional  
7 required to be licensed under the Uniform Credentialing Act when such  
8 practice is within the scope of practice for which that person is  
9 licensed to practice in this state;

10           **(d) (4)** The practice of any respiratory care practitioner of this  
11 state or any other state or territory while employed by the federal  
12 government or any bureau or division thereof while in the discharge of  
13 his or her official duties;

14           **(e) (5)** Techniques defined as pulmonary function testing and the  
15 administration of aerosol and inhalant medications to the  
16 cardiorespiratory system as it relates to pulmonary function technology  
17 administered by a registered pulmonary function technologist credentialed  
18 by the National Board for Respiratory Care or a certified pulmonary  
19 function technologist credentialed by the National Board for Respiratory  
20 Care; or

21           **(f) (6)** The performance of oxygen therapy or the initiation of  
22 noninvasive positive pressure ventilation by a registered  
23 polysomnographic technologist relating to the study of sleep disorders if  
24 such procedures are performed or initiated under the supervision of a  
25 licensed physician at a facility accredited by the American Academy of  
26 Sleep Medicine.

27           **Sec. 18.** Section 52-401, Revised Statutes Cumulative Supplement,  
28 2024, is amended to read:

29           52-401 (1) Whenever any person employs a physician, nurse,  
30 chiropractor, physical therapist, hospital, or provider of emergency  
31 medical service to perform professional services of any nature, in the

1 treatment of or in connection with an injury, and such injured person  
2 claims damages from the party causing the injury, such physician, nurse,  
3 chiropractor, physical therapist, hospital, or provider of emergency  
4 medical service , shall have a lien upon any sum awarded the injured  
5 person in judgment or obtained by settlement or compromise on the amount  
6 due for the usual and customary charges of such physician, nurse,  
7 chiropractor, physical therapist, hospital, or provider of emergency  
8 medical service applicable at the time services are performed, except  
9 that no such lien shall be valid against anyone covered under the  
10 Nebraska Workers' Compensation Act. For persons covered under private  
11 medical insurance or another private health benefit plan, the amount of  
12 the lien shall be reduced by the contracted discount or other limitation  
13 which would have been applied had the claim been submitted for  
14 reimbursement to the medical insurer or administrator of such other  
15 health benefit plan. The measure of damages for medical expenses in  
16 personal injury claims shall be the private party rate, not the  
17 discounted amount.

18 (2) In order to prosecute such lien, it shall be necessary for such  
19 physician, nurse, chiropractor, physical therapist, hospital, or provider  
20 of emergency medical service to serve a written notice upon the person or  
21 corporation from whom damages are claimed that such physician, nurse,  
22 chiropractor, physical therapist, hospital, or provider of emergency  
23 medical service claims a lien for such services and stating the amount  
24 due and the nature of such services, except that whenever an action is  
25 pending in court for the recovery of such damages, it shall be sufficient  
26 to file the notice of such lien in the pending action.

27 (3) A physician, nurse, chiropractor, physical therapist, hospital,  
28 or provider of emergency medical service claiming a lien under this  
29 section shall not be liable for attorney's fees and costs incurred by the  
30 injured person in securing the judgment, settlement, or compromise, but  
31 the lien of the injured person's attorney shall have precedence over the

1 lien created by this section.

2 (4) Upon a written request and with the injured person's consent, a  
3 lienholder shall provide medical records, answers to interrogatories,  
4 depositions, or any expert medical testimony related to the recovery of  
5 damages within its custody and control at a reasonable charge to the  
6 injured person.

7 (5) For purposes of this section, provider of emergency medical  
8 service means a public entity that provides emergency medical service as  
9 defined in section 38-1207.

10 **Sec. 19.** Section 71-1908, Revised Statutes Supplement, 2025, is  
11 amended to read:

12 71-1908 (1) Sections 71-1908 to 71-1923.03 and sections 22 and 23 of  
13 this act shall be known and may be cited as the Child Care Licensing Act.

14 (2) The Legislature finds that there is a present and growing need  
15 for quality child care programs and facilities. There is a need to  
16 establish and maintain licensure of persons providing such programs to  
17 ensure that such persons are competent and are using safe and adequate  
18 facilities. The Legislature further finds and declares that the  
19 development and supervision of programs are a matter of statewide concern  
20 and should be dealt with uniformly on the state and local levels. There  
21 is a need for cooperation among the various state and local agencies  
22 which impose standards on licensees, and there should be one agency which  
23 coordinates the enforcement of such standards and informs the Legislature  
24 about cooperation among the various agencies.

25 **Sec. 20.** Section 71-1912, Revised Statutes Supplement, 2025, is  
26 amended to read:

27 71-1912 (1) Before issuance of a license, the department shall  
28 investigate or cause an investigation to be made, when it deems  
29 necessary, to determine if the applicant or person in charge of the  
30 program meets or is capable of meeting the physical well-being, safety,  
31 and protection standards and the other rules and regulations of the

1 department adopted and promulgated under the Child Care Licensing Act.  
2 The department may investigate the character of applicants and licensees,  
3 any member of the applicant's or licensee's household, and the staff and  
4 employees of programs. The department may at any time inspect or cause an  
5 inspection to be made of any place where a program is operating to  
6 determine if such program is being properly conducted.

7 (2) All inspections by the department shall be unannounced except  
8 for initial licensure visits and consultation visits. Initial licensure  
9 visits are announced visits necessary for a provisional license to be  
10 issued to a family child care home I, family child care home II, child  
11 care center, or school-age-only or preschool program. Consultation visits  
12 are announced visits made at the request of a licensee for the purpose of  
13 consulting with a department specialist on ways of improving the program.

14 (3) An unannounced inspection of any place where a program is  
15 operating shall be conducted by the department or the city, village, or  
16 county pursuant to subsection (2) of section 71-1914 at least annually  
17 for a program licensed to provide child care for fewer than thirty  
18 children and at least twice every year for a program licensed to provide  
19 child care for thirty or more children. At each unannounced inspection,  
20 the inspector shall request from the licensee, and verify, current proof  
21 of required liability insurance. If the licensee is unable to provide  
22 current proof of liability insurance or has let the required coverage  
23 lapse, the department shall notify the licensee that proof of insurance  
24 shall be provided to the department within three business days. If such  
25 proof of insurance is not provided to the department within three  
26 business days, the licensee's license shall be suspended. Licensure shall  
27 be restored upon the department's receipt and verification of current  
28 proof of the required liability insurance as provided in section  
29 71-1911.03.

30 (4) Whenever an inspection is made, the findings shall be recorded  
31 in a report designated by the department. The public shall have access to

1 the results of these inspections upon a written or oral request to the  
2 department. The request must include the name and address of the program.  
3 Additional unannounced inspections shall be performed as often as is  
4 necessary for the efficient and effective enforcement of the Child Care  
5 Licensing Act.

6 (5)(a) A person applying for a license as a child care provider or a  
7 licensed child care provider under the Child Care Licensing Act shall  
8 submit a request for a national criminal history record information check  
9 for each child care staff member, including a prospective child care  
10 staff member of the child care provider, at the applicant's or licensee's  
11 expense, as set forth in this section.

12 (b)(i) ~~(b)~~ A prospective child care staff member shall submit to a  
13 national criminal history record information check (A) ~~(i)~~ prior to  
14 employment, except as otherwise permitted under 45 C.F.R. 98.43, as such  
15 regulation existed on January 1, 2019, or (B) ~~(ii)~~ prior to residing in a  
16 family child care home.

17 (ii) Pursuant to 45 C.F.R. 98.43(d)(4), the department shall  
18 authorize a prospective child care staff member to begin work for a child  
19 care provider for purposes of employment in child care, or for a staffing  
20 agency or substitute child care staff pool operator, for the purposes of  
21 employment in child care as a substitute child care staff member, after  
22 receiving qualifying results for either (A) a Federal Bureau of  
23 Investigation fingerprint check or (B) a state criminal registry or  
24 repository check with the use of fingerprints, for the state where the  
25 staff member resides. Pending completion of all background check  
26 components, the staff member shall be supervised at all times by an  
27 individual who received a qualifying result on a background check  
28 described in this subsection (5) within the past five years.

29 (c)(i) ~~(e)~~ The department shall provide documentation of national  
30 criminal history record information checks which proves eligibility for  
31 employment. Such documentation shall be made available to each child care

1 staff member or prospective child care staff member by the applicant or  
2 licensee for at least one hundred eighty days after the last day of  
3 employment or date the documentation was provided by the department,  
4 whichever is later.

5 (ii) Pursuant to 45 C.F.R. 98.43(d)(3), a child care provider,  
6 staffing agency, or substitute child care staff pool operator shall not  
7 be required to submit a request for a national criminal history record  
8 information check for a child care staff member or prospective child care  
9 staff member if:

10 (A) The child care staff member or prospective child care staff  
11 member received qualifying results from a background check described in  
12 subdivisions (5)(d) and (5)(e) of this section:

13 (I) Within five years before the latest date on which such a  
14 submission may be made; and

15 (II) While employed, or seeking employment, in child care within the  
16 state;

17 (B) The department provided to the first child care provider,  
18 staffing agency, or substitute child care staffing pool operator a  
19 qualifying background check result for the child care staff member or  
20 prospective child care staff member; and

21 (C) The child care staff member or prospective child care staff  
22 member is employed in child care within the state, or has been separated  
23 from employment in child care within the state, for a period of not more  
24 than one hundred eighty consecutive days.

25 (d) A child care staff member shall be required to undergo a  
26 national criminal history record information check not less than once  
27 during each five-year period. A child care staff member shall submit a  
28 complete set of his or her fingerprints to the Nebraska State Patrol. The  
29 Nebraska State Patrol shall transmit a copy of the child care staff  
30 member's fingerprints to the Federal Bureau of Investigation for a  
31 national criminal history record information check. The national criminal

1 history record information check shall include information concerning  
2 child care staff members from federal repositories of such information  
3 and repositories of such information in other states, if authorized by  
4 federal law for use by the Nebraska State Patrol. The Nebraska State  
5 Patrol shall issue a report to the department that includes the  
6 information collected from the national criminal history record  
7 information check concerning child care staff members. The department  
8 shall seek federal funds, if available, to assist child care providers  
9 and child care staff members with the costs of the fingerprinting and  
10 national criminal history record information check. If the department  
11 does not receive sufficient federal funds to assist child care providers  
12 and staff members with such costs, then the child care staff member being  
13 screened, applicant for a license, or licensee shall pay the actual cost  
14 of the fingerprinting and national criminal history record information  
15 check, except that the department may pay all or part of the cost if  
16 funding becomes available. The department and the Nebraska State Patrol  
17 may adopt and promulgate rules and regulations concerning the costs  
18 associated with the fingerprinting and the national criminal history  
19 record information check. The department may adopt and promulgate rules  
20 and regulations implementing national criminal history record information  
21 check requirements for child care providers and child care staff members.

22 (e) A child care staff member shall also submit to the following  
23 background checks at his or her expense not less than once during each  
24 five-year period:

25 (i) A search of the National Crime Information Center's National Sex  
26 Offender Registry; and

27 (ii) A search of the following registries, repositories, or  
28 databases in the state where the child care provider is located or where  
29 the child care staff member resides and each state where the child care  
30 provider was located or where the child care staff member resided during  
31 the preceding five years:

- 1 (A) State criminal registries or repositories;
- 2 (B) State sex offender registries or repositories; and
- 3 (C) State-based child abuse and neglect registries and databases.

4 (f) Documentation of eligibility for employment in child care from a  
5 national criminal history record information check ~~Background checks~~  
6 shall be portable between child care providers, child care staff members,  
7 prospective child care staff members, staffing agencies, and substitute  
8 child care staff pool operators.

9 (g) Any individual shall be ineligible for employment by a child  
10 care provider if such individual:

11 (i) Refuses to consent to the national criminal history record  
12 information check or a background check described in this subsection;

13 (ii) Knowingly makes a materially false statement in connection with  
14 the national criminal history record information check or a background  
15 check described in this subsection;

16 (iii) Is registered, or required to be registered, on a state sex  
17 offender registry or repository or the National Sex Offender Registry; or

18 (iv) Has been convicted of a crime of violence, a crime of moral  
19 turpitude, or a crime of dishonesty.

20 (h) The department may adopt and promulgate rules and regulations  
21 for purposes of this section.

22 (i) A child care provider shall be ineligible for a license under  
23 the Child Care Licensing Act and shall be ineligible to participate in  
24 the child care subsidy program if the provider employs a child care staff  
25 member who is ineligible for employment under subdivisions (g) or (h) of  
26 this subsection.

27 (j) National criminal history record information and information  
28 from background checks described in this subsection subject to state or  
29 federal confidentiality requirements may only be used for purposes of  
30 granting a child care license or approving a child care provider for  
31 participation in the child care subsidy program.

1 (k) For purposes of this subsection:

2 (i) Child care provider means a child care program required to be  
3 licensed under the Child Care Licensing Act; and

4 (ii) Child care staff member means an individual who is not related  
5 to all of the children for whom child care services are provided and:

6 (A) Who is employed by a child care provider for compensation,  
7 including contract employees or self-employed individuals;

8 (B) Whose activities involve the care or supervision of children for  
9 a child care provider or unsupervised access to children who are cared  
10 for or supervised by a child care provider; or

11 (C) Who is residing in a family child care home and who is eighteen  
12 years of age or older.

13 **Sec. 21.** Section 71-1918, Reissue Revised Statutes of Nebraska, is  
14 amended to read:

15 71-1918 The department shall maintain a complaint tracking system  
16 which shall identify licensing violations discovered from a complaint  
17 investigation, an unannounced inspection, or a self-report investigation  
18 for licensees under the Child Care Licensing Act.

19 **Sec. 22.** (1) No child care program licensed under the Child Care  
20 Licensing Act shall be prohibited from including a volunteer in the  
21 supervised staff-to-child ratio if the volunteer (a) receives qualifying  
22 results for either (i) a Federal Bureau of Investigation fingerprint  
23 check or (ii) a state criminal registry or repository check with the use  
24 of fingerprints, for the state where the staff member resides, and  
25 submits to all other background checks as required in section 71-1912 and  
26 (b) is supervised at all times by an individual who received a qualifying  
27 result on a background check.

28 (2) No child care program licensed under the Child Care Licensing  
29 Act shall be prohibited from including a volunteer in the unsupervised  
30 staff-to-child ratio if the volunteer (a) receives qualifying results for  
31 either (i) a Federal Bureau of Investigation fingerprint check or (ii) a

1 state criminal registry or repository check with the use of fingerprints,  
2 for the state where the staff member resides, (b) submits to all other  
3 background checks as required by section 71-1912, and (c) meets staff  
4 qualifications and training requirements.

5 (3) No volunteer shall be included in the staff-to-child ratio for  
6 more than ten hours per week.

7 (4) The department shall adopt and promulgate rules and regulations  
8 to include volunteer staff who provide direct care to children and any  
9 other individual who counts in the staff-to-child ratio in the definition  
10 of staff in all licensed settings under the Child Care Licensing Act.

11 (5) This section terminates on December 31, 2028.

12 **Sec. 23.** No political subdivision shall institute residency  
13 requirements for a family child care home II. This section shall not be  
14 construed to prohibit a political subdivision from regulating business  
15 use relating to outside appearance, nuisances, or public health and  
16 safety.

17 **Sec. 24.** Section 71-2444, Reissue Revised Statutes of Nebraska, is  
18 amended to read:

19 71-2444 Sections 71-2444 to 71-2452 and section 27 of this act shall  
20 be known and may be cited as the Automated Medication Systems Act.

21 **Sec. 25.** Section 71-2445, Reissue Revised Statutes of Nebraska, is  
22 amended to read:

23 71-2445 For purposes of the Automated Medication Systems Act:

24 (1) Automated medication distribution machine means a type of  
25 automated medication system that stores medication to be administered to  
26 a patient by a person credentialed under the Uniform Credentialing Act;

27 (2) Automated medication system means a mechanical system that  
28 performs operations or activities, other than compounding,  
29 administration, or other technologies, relative to storage and packaging  
30 for dispensing or distribution of medications and that collects,  
31 controls, and maintains all transaction information and includes, but is

1 not limited to, a prescription medication distribution machine or an  
2 automated medication distribution machine. An automated medication system  
3 may only be used in conjunction with the provision of pharmacist care.  
4 Automated medication system does not include an automated pickup kiosk;

5 (3) Automated pickup kiosk means a secure, automated storage and  
6 retrieval device operated by a licensed pharmacy for the purpose of  
7 releasing prescription medication, other than controlled substances, to a  
8 patient or a caregiver and does not include an automated medication  
9 system;

10 (4) ~~(3)~~ Chart order means an order for a drug or device issued by a  
11 practitioner for a patient who is in the hospital where the chart is  
12 stored, for a patient receiving detoxification treatment or maintenance  
13 treatment pursuant to section 28-412, or for a resident in a long-term  
14 care facility in which a long-term care automated pharmacy is located  
15 from which drugs will be dispensed. Chart order does not include a  
16 prescription;

17 (5) ~~(4)~~ Hospital has the definition found in section 71-419;

18 (6) ~~(5)~~ Long-term care automated pharmacy means a designated area in  
19 a long-term care facility where an automated medication system is  
20 located, that stores medications for dispensing pursuant to a medical  
21 order to residents in such long-term care facility, that is installed and  
22 operated by a pharmacy licensed under the Health Care Facility Licensure  
23 Act, and that is licensed under section 71-2451;

24 (7) ~~(6)~~ Long-term care facility means an intermediate care facility,  
25 an intermediate care facility for persons with developmental  
26 disabilities, a long-term care hospital, a mental health substance use  
27 treatment center, a nursing facility, or a skilled nursing facility, as  
28 such terms are defined in the Health Care Facility Licensure Act;

29 (8) ~~(7)~~ Medical order means a prescription, a chart order, or an  
30 order for pharmaceutical care issued by a practitioner;

31 (9) ~~(8)~~ Pharmacist means any person who is licensed by the State of

1 Nebraska to practice pharmacy;

2 (10) ~~(9)~~ Pharmacist care means the provision by a pharmacist of  
3 medication therapy management, with or without the dispensing of drugs or  
4 devices, intended to achieve outcomes related to the cure or prevention  
5 of a disease, elimination or reduction of a patient's symptoms, or  
6 arresting or slowing of a disease process;

7 (11) ~~(10)~~ Pharmacist remote order entry means entering an order into  
8 a computer system or drug utilization review by a pharmacist licensed to  
9 practice pharmacy in the State of Nebraska and located within the United  
10 States, pursuant to medical orders in a hospital, long-term care  
11 facility, or pharmacy licensed under the Health Care Facility Licensure  
12 Act;

13 (12) Pharmacy has the same meaning as defined in section 71-425;

14 (13) ~~(11)~~ Practice of pharmacy has the definition found in section  
15 38-2837;

16 (14) ~~(12)~~ Practitioner means a certified registered nurse  
17 anesthetist, a certified nurse midwife, a dentist, an optometrist, a  
18 nurse practitioner, a physician assistant, a physician, a podiatrist, or  
19 a veterinarian;

20 (15) ~~(13)~~ Prescription means an order for a drug or device issued by  
21 a practitioner for a specific patient, for emergency use, or for use in  
22 immunizations. Prescription does not include a chart order;

23 (16) ~~(14)~~ Prescription medication distribution machine means a type  
24 of automated medication system that packages, labels, or counts  
25 medication in preparation for dispensing of medications by a pharmacist  
26 pursuant to a prescription; and

27 (17) ~~(15)~~ Telepharmacy means the provision of pharmacist care, by a  
28 pharmacist located within the United States, using telecommunications,  
29 remote order entry, or other automations and technologies to deliver care  
30 to patients or their agents who are located at sites other than where the  
31 pharmacist is located.

1           **Sec. 26.** Section 71-2447, Reissue Revised Statutes of Nebraska, is  
2 amended to read:

3           71-2447 Any health care facility authorized to use hospital, long-  
4 term care facility, or pharmacy that uses an automated medication system  
5 or an automated pickup kiosk shall develop, maintain, and comply with  
6 policies and procedures developed in consultation with the pharmacist  
7 responsible for pharmacist care for that ~~hospital, long-term care~~  
8 ~~facility, or pharmacy~~. At a minimum, the policies and procedures shall  
9 address ~~the following~~:

10           (1) The description and location within or at the hospital, long-  
11 term care facility, or pharmacy of the automated medication system or  
12 automated pickup kiosk or the equipment being used;

13           (2) The name of the pharmacist responsible for implementation of,  
14 and compliance with, ~~the~~ policies and procedures;

15           (3) Medication access and information access procedures;

16           (4) Security of inventory and confidentiality of records in  
17 compliance with state and federal laws, rules, and regulations;

18           (5) A description of the process used by a pharmacist or pharmacy  
19 technician for filling an automated medication system or an automated  
20 pickup kiosk;

21           (6) A description of how, and by whom, the automated medication  
22 system or automated pickup kiosk is being utilized, including processes  
23 for verifying, dispensing, and distributing medications;

24           (7) Staff education and training;

25           (8) Quality assurance and quality improvement programs and  
26 processes;

27           (9) Inoperability or emergency downtime procedures;

28           (10) Periodic system maintenance; and

29           (11) Medication security and controls.

30           **Sec. 27.** (1) In order for an automated pickup kiosk to be operated  
31 by, or under the authority of, a pharmacy located in Nebraska and

1 licensed under the Health Care Facility Licensure Act, the pharmacist in  
2 charge of the licensed pharmacy shall annually license the automated  
3 pickup kiosk. An automated pickup kiosk may be operated in connection  
4 with a licensed pharmacy if it is located on property owned or leased by  
5 the pharmacy or a hospital, a facility operated by a hospital, a health  
6 clinic as defined in section 71-416, a health care practitioner facility  
7 as defined in section 71-414, or a rural emergency hospital as defined in  
8 section 71-428.01 within which the licensed pharmacy operates, whether  
9 placed within the interior of the building or affixed to, or situated on,  
10 the exterior of the building or property.

11 (2) The pharmacist in charge of a licensed pharmacy shall submit an  
12 application for licensure or renewal of licensure to the Division of  
13 Public Health of the Department of Health and Human Services with a fee  
14 in an amount determined by the Board of Pharmacy, not to exceed fifty  
15 dollars. The application shall include:

- 16 (a) The name and location of the licensed pharmacy;
- 17 (b) The physical location of the automated pickup kiosk; and
- 18 (c) The name of the pharmacist in charge of the licensed pharmacy.

19 (3) As part of the application process, the division shall conduct  
20 an inspection of the automated pickup kiosk by a pharmacy inspector as  
21 provided in section 38-28,101. The division shall also conduct  
22 inspections of the operation of the automated pickup kiosk as necessary.

23 (4) The division shall license an automated pickup kiosk which meets  
24 the licensure requirements of this section.

25 (5) A pharmacist in charge of a licensed pharmacy shall apply for a  
26 separate license for each location at which it operates one or more  
27 automated pickup kiosks. The licensed pharmacy shall be the provider  
28 pharmacy for the automated pickup kiosk.

29 (6) The pharmacist in charge of the licensed pharmacy operating an  
30 automated pickup kiosk shall:

- 31 (a) Identify a pharmacist responsible for the operation,

1 supervision, and development of policies and procedures for the automated  
2 pickup kiosk. Compliance with this subdivision shall be sufficient if the  
3 pharmacist monitors the automated pickup kiosk electronically and keeps  
4 records of compliance with this requirement for a period of five years;

5 (b) Implement the policies and procedures developed to comply with  
6 section 71-2447;

7 (c) Assure compliance with the prescription drug storage and record-  
8 keeping requirements of the Pharmacy Practice Act;

9 (d) Assure compliance with the labeling requirements described in  
10 subsection (7) of this section;

11 (e) Develop and implement policies for the verification of a  
12 prescription drug by a pharmacist prior to being loaded into an automated  
13 pickup kiosk or for the verification of a prescription drug by a  
14 pharmacist prior to being released to a patient or caregiver; and

15 (f) Assure that each prescription drug is reviewed by a pharmacist  
16 prior to the release of a drug by an automated pickup kiosk.

17 (7) Each prescription drug dispensed from an automated pickup kiosk  
18 shall meet the labeling requirements applicable to prescription drugs  
19 dispensed by a licensed pharmacist pursuant to section 71-2479.

20 (8) An automated pickup kiosk shall not dispense or make available  
21 prescription medication to a patient or caregiver unless pharmacist care  
22 has been offered and made available in a manner consistent with section  
23 38-2869.

24 (9) An automated pickup kiosk that is located outside a fully  
25 enclosed building shall not be placed in a manner that exposes  
26 medications to adverse environmental conditions or to security risks,  
27 unless the Board of Pharmacy determines, through rule or case-specific  
28 approval, that the automated pickup kiosk employs environmental controls  
29 and physical security measures sufficient to protect medication integrity  
30 and prevent diversion.

31 (10) An automated pickup kiosk operated in accordance with this

1 section shall not store, dispense, or otherwise make available a  
2 controlled substance as defined in section 28-401 or federal law except  
3 an automated pickup kiosk operated by, or under the authority of, a  
4 hospital pharmacy as defined in section 71-419.01 and that is located in  
5 the hospital or facility operated by a hospital.

6 (11) This section does not apply to a long-term care automated  
7 pharmacy or an automated medication system operated in a long-term care  
8 facility under section 71-2451.

9 **Sec. 28.** Sections 6, 7, 8, 9, 10, 17, and 29 of this act become  
10 operative on January 1, 2027. Sections 1, 2, 3, 4, 5, 11, 12, 13, 18, 19,  
11 20, 21, 22, 23, 24, 25, 26, 27, and 30 of this act become operative three  
12 calendar months after the adjournment of this legislative session. The  
13 other sections of this act become operative on their effective date.

14 **Sec. 29.** Original sections 38-404, 38-409, and 38-3208, Revised  
15 Statutes Cumulative Supplement, 2024, and section 38-131, Revised  
16 Statutes Supplement, 2025, are repealed.

17 **Sec. 30.** Original sections 38-1915, 38-2315, 71-1918, 71-2444,  
18 71-2445, and 71-2447, Reissue Revised Statutes of Nebraska, sections  
19 38-1716 and 52-401, Revised Statutes Cumulative Supplement, 2024, and  
20 sections 71-1908 and 71-1912, Revised Statutes Supplement, 2025, are  
21 repealed.

22 **Sec. 31.** Original section 38-2871, Reissue Revised Statutes of  
23 Nebraska, section 38-2852, Revised Statutes Cumulative Supplement, 2024,  
24 and section 38-2866.01, Revised Statutes Supplement, 2025, are repealed.

25 **Sec. 32.** Since an emergency exists, this act takes effect when  
26 passed and approved according to law.

27 2. On page 1, strike beginning with "adopt" in line 1 through line 2  
28 and insert "amend sections 38-1915, 38-2315, 38-2871, 71-1918, 71-2444,  
29 71-2445, and 71-2447, Reissue Revised Statutes of Nebraska, sections  
30 38-404, 38-409, 38-1716, 38-2852, 38-3208, and 52-401, Revised Statutes  
31 Cumulative Supplement, 2024, and sections 38-131, 38-2866.01, 71-1908,

1 and 71-1912, Revised Statutes Supplement, 2025; to adopt the Community  
2 Health Worker Training Endorsement Act, the Athletic Trainer Compact, and  
3 the Respiratory Care Interstate Compact; to change provisions relating to  
4 the practice of athletic training, respiratory care, massage therapy,  
5 medical radiography, nurse practitioners, pharmacy, and pharmacists; to  
6 change provisions relating to child care licensing; to provide for liens  
7 for physical therapy services; to provide for automated pickup kiosks for  
8 certain prescription medication; to harmonize provisions; to provide  
9 operative dates; to repeal the original sections; and to declare an  
10 emergency."