

LEGISLATURE OF NEBRASKA
ONE HUNDRED NINTH LEGISLATURE
SECOND SESSION

LEGISLATIVE BILL 912

FINAL READING

Introduced by Hardin, 48.

Read first time January 09, 2026

Committee: Health and Human Services

1 A BILL FOR AN ACT relating to public health and welfare; to amend
2 sections 38-1915, 38-2315, 38-2850, 38-2871, 71-1918, 71-2444,
3 71-2445, and 71-2447, Reissue Revised Statutes of Nebraska, sections
4 38-404, 38-409, 38-1716, 38-2101, 38-2123, 38-2801, 38-2852,
5 38-3208, and 52-401, Revised Statutes Cumulative Supplement, 2024,
6 and sections 38-131, 38-2866.01, 71-1908, and 71-1912, Revised
7 Statutes Supplement, 2025; to adopt the Community Health Worker
8 Training Endorsement Act, the Athletic Trainer Compact, and the
9 Respiratory Care Interstate Compact; to change provisions relating
10 to the practice of athletic training, respiratory care, massage
11 therapy, medical radiography, mental health practitioners, nurse
12 practitioners, pharmacy, and pharmacists; to change provisions
13 relating to child care licensing; to provide for liens for physical
14 therapy services; to provide for automated pickup kiosks for certain
15 prescription medication; to eliminate provisions relating to
16 physician liability for a physician assistant; to harmonize
17 provisions; to provide operative dates; to repeal the original
18 sections; to outright repeal section 38-2053, Revised Statutes
19 Cumulative Supplement, 2024; and to declare an emergency.
20 Be it enacted by the people of the State of Nebraska,

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

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

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

13 **Sec. 3.** For purposes of the Community Health Worker Training
14 Endorsement Act:

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

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

24 (3) Core competencies means the knowledge, skills, and abilities a
25 certified community health worker is required to demonstrate as
26 determined by the department;

27 (4) Department means the Department of Health and Human Services;
28 and

29 (5) Endorsed community health worker training program means an
30 education or training program that the department has determined meets
31 minimum standards, including core competencies as defined by the

1 department, for the purpose of qualifying for reimbursement by medicaid
2 and private insurers.

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

5 (1) Identify and maintain the core competencies required for
6 community health worker training programs using the department's
7 expertise in public health, behavioral health, workforce development, and
8 medical assistance program alignment. The department shall periodically
9 review and update the core competencies to ensure they reflect national
10 best practices and community health needs;

11 (2) Define the application, approval, and renewal process for
12 training endorsement;

13 (3) Set reasonable application and renewal fees;

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

16 (5) Approve training programs and training providers that meet
17 established core competencies; and

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

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

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

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

1 SECTION 1. TITLE AND PURPOSE

2 A. The purpose of this Compact is to facilitate the interstate
3 Practice of Respiratory Therapy with the goal of improving public access
4 to Respiratory Therapy services by providing Respiratory Therapists
5 licensed in a Member State the ability to practice in other Member
6 States. The Compact preserves the regulatory authority of states to
7 protect public health and safety through the current system of State
8 licensure.

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

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

13 2. Enhance States' ability to protect the public's health and
14 safety;

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

17 4. Ease administrative burdens on States by encouraging the
18 cooperation of Member States in regulating multistate Respiratory Therapy
19 practice;

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

21 6. Promote mobility and address workforce shortages.

22 SECTION 2. DEFINITIONS

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

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

28 B. Adverse Action means any administrative, civil, equitable, or
29 criminal action permitted by a State's laws which is imposed by any State
30 authority with regulatory authority over Respiratory Therapists, such as
31 license denial, censure, revocation, suspension, probation, monitoring of

1 the Licensee, or restriction on the Licensee's practice, not including
2 participation in an Alternative Program.

3 C. Alternative Program means a nondisciplinary monitoring or
4 practice remediation process applicable to a Respiratory Therapist
5 approved by any State authority with regulatory authority over
6 Respiratory Therapists. This includes, but is not limited to, programs to
7 which Licensees with substance abuse or addiction issues are referred in
8 lieu of Adverse Action.

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

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

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

16 G. Compact means the Respiratory Care Interstate Compact.

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

22 I. Criminal Background Check means the submission by the Member
23 State of fingerprints or other biometric-based information on license
24 applicants at the time of initial licensing for the purpose of obtaining
25 that applicant's criminal history record information, as defined in 28
26 C.F.R. 20.3(d) or successor provision, from the Federal Bureau of
27 Investigation and the State's criminal history record repository, as
28 defined in 28 C.F.R. 20.3(f) or successor provision.

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

31 K. Domicile means the jurisdiction which is the Licensee's principal

1 home for legal purposes.

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

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

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

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

11 P. Jurisprudence Requirement means an assessment of an individual's
12 knowledge of the State laws and regulations governing the Practice of
13 Respiratory Therapy in such State.

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

16 R. Member State means a State that has enacted the Compact and been
17 admitted to the Commission in accordance with the provisions herein and
18 Commission Rules.

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

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

24 U. Respiratory Therapist or Respiratory Care Practitioner means an
25 individual who holds a credential issued by the National Board for
26 Respiratory Care (or its successor) and holds a license in a State to
27 practice Respiratory Therapy. For purposes of this Compact, any other
28 title or status adopted by a State to replace the term Respiratory
29 Therapist or Respiratory Care Practitioner shall be deemed synonymous
30 with Respiratory Therapist and shall confer the same rights and
31 responsibilities to the Licensee under the provisions of this Compact at

1 the time of its enactment.

2 V. Respiratory Therapy, Respiratory Therapy Practice, Respiratory
3 Care, the Practice of Respiratory Care, and the Practice of Respiratory
4 Therapy means the care and services provided by or under the direction
5 and supervision of a Respiratory Therapist or Respiratory Care
6 Practitioner.

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

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

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

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

28 AA. State means any state, commonwealth, district, or territory of
29 the United States.

30 SECTION 3. STATE PARTICIPATION IN THIS COMPACT

31 A. In order to participate in this Compact and thereafter continue

1 as a Member State, a Member State shall:

2 1. Enact a Compact that is not materially different from the Model
3 Compact;

4 2. License Respiratory Therapists;

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

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

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

11 6. Notify the Commission, in compliance with the terms of this
12 Compact and Commission Rules, of the existence of Significant
13 Investigative Information;

14 7. Comply with the Rules of the Commission;

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

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

20 a. Where expressly authorized or permitted by federal law, whether
21 such federal law is in effect prior to, at, or after the time of a Member
22 State's enactment of this Compact, a Member State's enactment of this
23 Compact shall hereby authorize the Member State's Respiratory Therapy
24 Licensing Authority to perform Criminal Background Checks as defined
25 herein. The absence of such a federal law as described in this subsection
26 shall not prevent or preclude such authorization where it may be derived
27 or granted through means other than the enactment of this Compact.

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

30 SECTION 4. COMPACT PRIVILEGE

31 A. To exercise the Compact Privilege under the terms and provisions

1 of the Compact, the Licensee shall:

2 1. Hold and maintain an active Home State License as a Respiratory
3 Therapist;

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

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

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

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

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

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

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

21 9. Consent to accept service of process by mail at the Licensee's
22 Domicile on record with the Commission with respect to any action brought
23 against the Licensee by the Commission or a Member State, and consent to
24 accept service of a subpoena by mail at the Licensee's Domicile on record
25 with the Commission with respect to any action brought or investigation
26 conducted by the Commission or a Member State.

27 B. The Compact Privilege is valid until the expiration date or
28 revocation of the Home State License unless terminated pursuant to
29 Adverse Action. The Licensee must comply with all of the requirements of
30 Subsection A, above, to maintain the Compact Privilege in a Remote State.
31 If those requirements are met, no Adverse Actions are taken, and the

1 Licensee has paid any applicable Compact Privilege renewal fees, then the
2 Licensee will maintain the Licensee's Compact Privilege.

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

11 D. If a Licensee's Compact Privilege in a Remote State is removed by
12 the Remote State, the individual shall lose or be ineligible for the
13 Compact privilege in that Remote State until the Compact Privilege is no
14 longer limited or restricted by that State.

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

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

20 F. Once a Licensee with a restricted or limited license meets the
21 requirements of Subsection E.1 and 2, the Licensee must also meet the
22 requirements of Subsection A to obtain a Compact Privilege in a Remote
23 State.

24 SECTION 5. ACTIVE MILITARY MEMBER OR THEIR SPOUSE

25 A. An Active Military Member, or their spouse, shall designate a
26 Home State where the individual has a current license in good standing.
27 The individual may retain the Home State designation during the period
28 the service member is on active duty.

29 B. An Active Military Member and their spouse shall not be required
30 to pay to the Commission for a Compact Privilege any fee that may
31 otherwise be charged by the Commission. If a Remote State chooses to

1 charge a fee for a Compact Privilege, it may choose to charge a reduced
2 fee or no fee to an Active Military Member and their spouse for a Compact
3 Privilege.

4 SECTION 6. ADVERSE ACTIONS

5 A. A Member State in which a Licensee is licensed shall have
6 authority to impose Adverse Action against the license issued by that
7 Member State.

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

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

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

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

18 2. Issue subpoenas for both hearings and investigations that require
19 the attendance and testimony of witnesses, and the production of
20 evidence.

21 a. Subpoenas may be issued by a Respiratory Therapy Licensing
22 Authority in a Member State for the attendance and testimony of witnesses
23 and the production of evidence.

24 b. Subpoenas issued by a Respiratory Therapy Licensing Authority in
25 a Member State for the attendance and testimony of witnesses shall be
26 enforced in the latter State by any court of competent jurisdiction in
27 the latter State, according to the practice and procedure of that court
28 applicable to subpoenas issued in proceedings pending before it.

29 c. Subpoenas issued by a Respiratory Therapy Licensing Authority in
30 a Member State for production of evidence from another Member State shall
31 be enforced in the latter State, according to the practice and procedure

1 of that court applicable to subpoenas issued in the proceedings pending
2 before it.

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

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

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

14 5. Nothing in this Compact authorizes a Member State to impose
15 discipline against a Respiratory Therapist's Compact Privilege in that
16 Member State for the individual's otherwise lawful practice in another
17 State.

18 E. Joint Investigations

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

26 2. Member States shall share any 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 Respiratory Therapy 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 F. Nothing in this Compact may permit a Member State to take any
3 Adverse Action against a Licensee or holder of a Compact Privilege for
4 conduct or practice that was legal in the Member State at the time it was
5 undertaken.

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

10 SECTION 7. ESTABLISHMENT OF THE RESPIRATORY CARE INTERSTATE COMPACT
11 COMMISSION

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

19 B. Membership, Voting, and Meetings

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

22 2. The Commissioner shall be an administrator or their designated
23 staff member of the Member State's Respiratory Therapy Licensing
24 Authority.

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

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

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

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

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

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

8 C. The Commission shall have the following powers:

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

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

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

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

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

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

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

24 8. Purchase and maintain insurance and bonds;

25 9. Accept or contract for services of personnel, including, but not
26 limited to, employees of a Member State;

27 10. Conduct an annual financial review;

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

1 of personnel, and other related personnel matters;

2 12. Assess and collect fees;

3 13. Accept any and all appropriate gifts, donations, grants of
4 money, other sources of revenue, equipment, supplies, materials, and
5 services, and receive, utilize, and dispose of the same, provided that at
6 all times:

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

8 b. The Commission shall avoid any appearance of conflict of
9 interest;

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

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

14 16. Establish a budget and make expenditures;

15 17. Borrow money in a fiscally responsible manner;

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

20 19. Provide and receive information from, and cooperate with, law
21 enforcement agencies;

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

25 21. Enter into contracts or arrangements for the management of the
26 affairs of the Commission;

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

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

1 D. The Executive Committee

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

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

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

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

13 d. Preparing and recommending the budget;

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

15 f. Monitoring Compact compliance of Member States and providing
16 compliance reports to the Commission;

17 g. Establishing additional committees as necessary;

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

22 i. Performing other duties as provided in the Rules or bylaws of the
23 Commission.

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

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

28 b. Two ex officio, nonvoting members.

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

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

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

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

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

9 E. The Commission shall adopt and provide to the Member States an
10 annual report.

11 F. Meetings of the Commission

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

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

23 3. Notice of all Commission meetings shall provide the time, date,
24 and location of the meeting, and if the meeting is to be held or
25 accessible via telecommunication, videoconference, or other electronic
26 means, the notice shall include the mechanism for access to the meeting.

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

30 a. Noncompliance of a Member State with its obligations under the
31 Compact;

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

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

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

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

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

10 g. Trade secrets or commercial or financial information that is
11 privileged or confidential;

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

14 i. Investigative records compiled for law enforcement purposes;

15 j. Information related to any investigative reports prepared by or
16 on behalf of or for use of the Commission or other committee charged with
17 responsibility of investigation or determination of compliance issues
18 pursuant to the Compact;

19 k. Legal advice;

20 l. Matters specifically exempted from disclosure by federal or
21 Member State law; or

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

23 5. If a meeting, or portion of a meeting, is closed, the presiding
24 officer shall state that the meeting will be closed and reference each
25 relevant exempting provision, and such reference shall be recorded in the
26 minutes.

27 6. The Commission shall keep minutes in accordance with Commission
28 Rules and bylaws. All documents considered in connection with an action
29 shall be identified in such minutes. All minutes and documents of a
30 closed meeting shall remain under seal, subject to release only by a
31 majority vote of the Commission or order of a court of competent

1 jurisdiction.

2 G. Financing of the Commission

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

6 2. The Commission may accept any and all appropriate revenue sources
7 as provided herein.

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

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

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

26 H. Qualified Immunity, Defense, and Indemnification

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

30 2. The members, officers, executive director, employees, and agents
31 of the Commission shall have no greater liability than a state employee

1 would have under the same or similar circumstances, either personally or
2 in their official capacity, for any claim for damage to or loss of
3 property, personal injury, or other civil liability caused by or arising
4 out of any actual or alleged act, error, or omission that occurred, or
5 that the person against whom the claim is made had a reasonable basis for
6 believing occurred, within the scope of Commission employment, duties, or
7 responsibilities; provided that nothing in this subsection shall be
8 construed to protect any such person from suit or liability for any
9 damage, loss, injury, or liability caused by the intentional or willful
10 or wanton misconduct of that person. The procurement of insurance of any
11 type by the Commission shall not in any way compromise or limit the
12 immunity granted hereunder.

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

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

1 responsibilities; provided that the actual or alleged act, error, or
2 omission did not result from the intentional or willful or wanton
3 misconduct of that person.

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

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

11 SECTION 8. DATA SYSTEM

12 A. The Commission shall provide for the development, maintenance,
13 operation, and utilization of a coordinated database and reporting system
14 containing licensure, Adverse Action, and the presence of Significant
15 Investigative Information.

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

19 1. Identifying information;

20 2. Licensure data;

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

23 4. Nonconfidential information related to Alternative Program
24 participation, the beginning and ending dates of such participation, and
25 other information related to such participation not made confidential
26 under Member State law;

27 5. Any denial of application for licensure, and the reasons for such
28 denial;

29 6. The presence of current Significant Investigative Information;
30 and

31 7. Other information that may facilitate the administration of this

1 Compact or the protection of the public, as determined by the Rules of
2 the Commission.

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

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

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

14 F. It is the responsibility of the Member States to report any
15 Adverse Action against a Licensee and to monitor the database to
16 determine whether Adverse Action has been taken against a Licensee.
17 Adverse Action information pertaining to a Licensee in any Member State
18 will be available to any other Member State.

19 G. Member States contributing information to the Data System may
20 designate information that may not be shared with the public without the
21 express permission of the contributing State.

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

25 SECTION 9. RULEMAKING

26 A. The Commission shall promulgate reasonable Rules in order to
27 effectively and efficiently implement and administer the purposes and
28 provisions of the Compact. A Rule shall be invalid and have no force or
29 effect only if a court of competent jurisdiction holds that the Rule is
30 invalid because the Commission exercised its rulemaking authority in a
31 manner that is beyond the scope and purposes of the Compact, or the

1 powers granted hereunder, or based upon another applicable standard of
2 review.

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

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

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

13 E. Rules shall be adopted at a regular or special meeting of the
14 Commission.

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

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

22 1. On the website of the Commission or other publicly accessible
23 platform;

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

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

27 H. The notice of proposed rulemaking shall include:

28 1. The time, date, and location of the public hearing at which the
29 Commission will hear public comments on the proposed Rule and, if
30 different, the time, date, and location of the meeting where the
31 Commission will consider and vote on the proposed Rule;

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

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

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

7 5. The manner in which interested persons may submit written
8 comments.

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

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

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

18 1. The Commission may adopt changes to the proposed Rule provided
19 the changes are consistent with the original purpose of the proposed
20 Rule.

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

24 3. The Commission shall determine a reasonable effective date for
25 the Rule. Except for an emergency as provided in Section 9.L, the
26 effective date of the Rule shall be no sooner than thirty days after
27 issuing the notice that it adopted or amended the Rule.

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

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

- 5 1. Meet an imminent threat to public health, safety, or welfare;
- 6 2. Prevent a loss of Commission or Member State funds;
- 7 3. Meet a deadline for the promulgation of a Rule that is
8 established by federal law or Rule; or
- 9 4. Protect public health and safety.

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

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

24 1. The Commission shall have no authority over any Member State's
25 rulemaking process or procedural requirements that do not pertain to the
26 Compact.

27 O. Nothing in this Compact, nor any Rule or regulation of the
28 Commission, shall be construed to limit, restrict, or in any way reduce
29 the ability of a Member State to enact and enforce laws, regulations, or
30 other Rules related to the Practice of Respiratory Therapy in that State,
31 where those laws, regulations, or other Rules are not inconsistent with

1 the provisions of this Compact.

2 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

3 A. Oversight

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

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

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

21 B. Default, Technical Assistance, and Termination

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

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

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

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

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

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

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

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

28 H. The defaulting State may appeal the action of the Commission by
29 petitioning the United States District Court for the District of Columbia
30 or the federal district where the Commission has its principal offices.
31 The prevailing party shall be awarded all costs of such litigation,

1 including reasonable attorney's fees.

2 I. Dispute Resolution

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

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

8 J. Enforcement

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

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

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

1 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

5 1. On or after the Effective Date of the Compact, the Commission
6 shall convene and review the enactment of each of the first seven Member
7 States ("Charter Member States") to determine if the statute enacted by
8 each such Charter Member State is materially different than the Model
9 Compact.

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

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

17 2. Member States enacting the Compact subsequent to the seven
18 initial Charter Member States shall be subject to the process set forth
19 herein and Commission Rule to determine if their enactments are
20 materially different from the Model Compact and whether they qualify for
21 participation in the Compact.

22 3. All actions taken for the benefit of the Commission or in
23 furtherance of the purposes of the administration of the Compact prior to
24 the effective date of the Compact or the Commission coming into existence
25 shall be considered to be actions of the Commission unless specifically
26 repudiated by the Commission. The Commission shall own and have all
27 rights to any intellectual property developed on behalf or in furtherance
28 of the Commission by individuals or entities involved in organizing or
29 establishing the Commission, as may be further set forth in Rules of the
30 Commission.

31 4. Any State that joins the Compact subsequent to the Commission's

1 initial adoption of the Rules and bylaws shall be subject to the Rules
2 and bylaws as they exist on the date on which the Compact becomes law in
3 that State. Any Rule that has been previously adopted by the Commission
4 shall have the full force and effect of law on the date the Compact
5 becomes law in that State.

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

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

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

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

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

25 D. This Compact may be amended by the Member States. No amendment to
26 this Compact shall become effective and binding upon any Member State
27 until it is enacted into the laws of all Member States.

28 SECTION 12. CONSTRUCTION AND SEVERABILITY

29 A. This Compact and the Commission's rulemaking authority shall be
30 liberally construed so as to effectuate the purposes and the
31 implementation and administration of the Compact. Provisions of the

1 Compact expressly authorizing or requiring the promulgation of Rules
2 shall not be construed to limit the Commission's rulemaking authority
3 solely for those purposes.

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

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

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

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

25 B. Any laws, statutes, regulations, or other legal requirements in a
26 Member State in conflict with the Compact are superseded to the extent of
27 the conflict, including any subsequently enacted State laws.

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

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

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

3 SECTION 1. TITLE AND PURPOSE

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

11 This compact is designed to achieve the following objectives:

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

15 B. Provide an additional streamlined opportunity for interstate
16 practice by Licensed Athletic Trainers who meet compact uniform
17 requirements;

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

21 D. Reduce administrative burdens on Licensed Athletic Trainers and
22 Member States;

23 E. Enhance the States' ability to protect the public's health and
24 safety;

25 F. Encourage the cooperation of Member States in regulating
26 interstate practice of Licensed Athletic Trainers;

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

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

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

1 J. Support the uniformity of Licensed Athletic Trainer licensure
2 requirements throughout the States;

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

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

9 SECTION 2. DEFINITIONS

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

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

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

22 C. "Alternative Program" means a nondisciplinary monitoring or
23 practice remediation process applicable to an Athletic Trainer approved
24 by a State Licensing Authority of a Member State in which the Athletic
25 Trainer is licensed. This includes, but is not limited to, programs to
26 which Licensees with substance use, addiction, or mental health
27 conditions are referred in lieu of Adverse Action;

28 D. "Athletic Training" means the prevention, examination,
29 assessment, treatment, and rehabilitation of emergent, acute, or chronic
30 injuries and medical conditions as defined by applicable Member State
31 laws and regulations;

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

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

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

10 H. "Charter Member State" means any Member State which enacted and
11 made effective this compact by law before the compact effective date
12 specified herein;

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

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

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

22 L. "Continuing Competence" means a requirement, as a condition of
23 License renewal, to provide evidence of successful participation, and
24 completion of, educational and professional activities relevant to
25 practice or area of work. For purposes of this compact, evidence of
26 active BOC certification may satisfy the meaning of Continuing Competence
27 as set forth herein;

28 M. "Current Significant Investigative Information" means the
29 existence of:

30 1. Investigative Information that a Licensing Authority, after a
31 preliminary inquiry that includes notification and an opportunity for the

1 subject Licensee to respond, if required by State law, has reason to
2 believe is not groundless and, if proven true, would indicate more than a
3 minor infraction; or

4 2. Investigative Information that indicates that the subject
5 Licensee represents an immediate threat to public health and safety
6 regardless of whether the subject Licensee has been notified and had an
7 opportunity to respond;

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

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

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

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

24 R. "Investigative Information" means information, records, and
25 documents received or generated by a Licensing Authority pursuant to an
26 investigation;

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

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

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

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

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

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

12 Y. "Remote State" means a Member State other than the State of
13 Qualifying Licensure;

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

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

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

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

31 DD. "State of Qualifying Licensure" means the Member State that has

1 issued a Compact Qualifying License to a Licensee pursuant to this
2 compact; and

3 EE. "Unencumbered License" means a License that authorizes a
4 Licensee to engage in the full and unrestricted practice of Athletic
5 Training.

6 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

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

14 4. Have a mechanism in place for receiving and investigating
15 complaints about Licensees;

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

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

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

24 8. Within a timeframe established by Rule, implement or utilize
25 procedures for considering the criminal history records of applicants for
26 a Compact Qualifying License which includes receiving the results of the
27 Federal Bureau of Investigation record search and shall use those results
28 in making licensure decisions. These procedures shall include the
29 submission of fingerprints or other biometric-based information by
30 applicants for the purpose of obtaining an applicant's criminal history
31 record information from the Federal Bureau of Investigation and the

1 agency responsible for retaining that State's criminal records;

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

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

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

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

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

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

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

22 SECTION 4. COMPACT PRIVILEGE

23 A. To be eligible for a Compact Privilege under the terms and
24 provisions of the compact, the Licensee shall complete a Criminal
25 Background Check performed by the Licensing Authority in the State of
26 Qualifying Licensure prior to entry in the compact and shall:

27 1. Satisfy one of the following two pathways:

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

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

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

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

6 2. An academic degree from a college or university in a foreign
7 country equivalent to the degree described in subparagraph 1 of this
8 subsection with a major course of study as described in subparagraph 1 of
9 this subsection that is accredited by CAATE, or its successor
10 organization; or

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

13 ii. Successful completion of the exam administered by the BOC, or
14 its successor organization, preceding the date of the Licensee's
15 application for licensure in their State of Qualifying Licensure or the
16 substantial equivalent of the foregoing requirement which the Commission
17 may determine by Rule.

18 2. Hold a Compact Qualifying License;

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

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

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

25 6. Pay any applicable fees, including any State fee, for the Compact
26 Privilege;

27 7. Meet only the Continuing Competence requirements established by
28 the State of Qualifying Licensure;

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

31 9. Meet any Jurisprudence Requirements established by the Remote

1 State in which the Licensee is seeking a Compact Privilege; and

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

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

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

20 D. A Licensee engaging in the practice of Athletic Training in a
21 Remote State is subject to that State's regulatory authority. A Remote
22 State may, in accordance with due process and that State's laws, remove a
23 Licensee's Compact Privilege in the Remote State for a specific period of
24 time, impose fines, or take any other necessary actions to protect the
25 health and safety of its citizens. Any Member State which undertakes such
26 an action shall promptly notify the Member State and the Commission as
27 specified in the Rules. The Licensee may be deemed to be ineligible to
28 exercise the Compact Privilege by any Member State until the specific
29 time for removal has passed and all fines are paid.

30 E. All Member State disciplinary orders that impose Adverse Action
31 against a Compact Qualifying License shall result in deactivation of the

1 Licensee's Compact Privilege in all Member States during the pendency of
2 the order. If a Compact Qualifying License is Encumbered, the Licensee
3 shall lose the Compact Privilege in any Remote State until the following
4 occur:

5 1. The Compact Qualifying License is no longer Encumbered; and
6 2. The Licensee has not had any Encumbrance or restriction against
7 any License, Compact Qualifying License, or Compact Privilege within the
8 previous two years.

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

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

17 1. The specific period of time for which the Compact Privilege was
18 removed has ended;
19 2. All fines have been paid; and
20 3. Have not had any Encumbrance or restriction against any License
21 or Compact Privilege within the previous two years.

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

25 SECTION 5. COMPACT QUALIFYING LICENSE

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

29 B. Nothing in this Section shall require that the State of
30 Qualifying Licensure be the State of primary residence or State of
31 primary practice for the Licensee.

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

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

5 SECTION 6. ACTIVE MILITARY MEMBER OR THEIR SPOUSES

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

11 SECTION 7. ADVERSE ACTIONS

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

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

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

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

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

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

28 a. Subpoenas may be issued by a Member State Athletic Training
29 Licensing Authority for the attendance and testimony of witnesses and the
30 production of evidence.

31 b. A Member State which issues a subpoena may request service of

1 that subpoena by another Member State. The Member State receiving the
2 request to serve a subpoena shall serve the subpoena if it is deemed
3 enforceable by a court of competent jurisdiction according to the
4 practice and procedure in the receiving Member State.

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

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

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

16 G. Joint Investigations:

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

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

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

30 H. If a Member State takes Adverse Action, it shall promptly notify
31 the administrator of the Data System. The administrator of the Data

1 System shall promptly notify all Member States of any Adverse Actions by
2 Remote States.

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

7 SECTION 8. ESTABLISHMENT AND OPERATION OF THE COMMISSION

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

15 B. Membership, Voting, and Meetings

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

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

21 3. The Compact Commission may recommend removal or suspension of any
22 Commissioner from office.

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

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

28 6. The Compact Commission shall meet at least once during each
29 calendar year. Additional meetings may be held as set forth in the
30 Commission bylaws. A Commissioner shall vote in person or by such other
31 means as provided in the bylaws. The bylaws may provide for Commissioners

1 to meet by telecommunication, videoconference, or other means of
2 communication.

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

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

5 2. Establish code of conduct, confidentiality, and conflict of
6 interest policies for Commissioners;

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

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

9 5. Purchase and maintain insurance and insurance bonds;

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

12 7. Conduct a financial review or audit;

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

18 9. Enter into contracts or arrangements for the management of the
19 affairs of the Commission;

20 10. Assess and collect fees;

21 11. Accept any and all appropriate gifts, donations, grants of
22 money, other sources of revenue, equipment, supplies, materials, and
23 services, and receive, utilize, and dispose of the same; provided that at
24 all times the Compact Commission shall avoid any appearance of
25 impropriety or conflict of interest;

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

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

30 14. Establish a budget and make expenditures;

31 15. Borrow and invest money;

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

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

6 18. Maintain and certify records and information provided to a
7 Member State as the authenticated business records of the Compact
8 Commission, and designate an agent to do so on the Compact Commission's
9 behalf;

10 19. Provide and receive information from, and cooperate with, law
11 enforcement agencies;

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

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

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

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

24 D. The Executive Committee

25 1. The Executive Committee shall have the power to act on behalf of
26 the Compact Commission according to the terms of this compact. The
27 powers, duties, and responsibilities of the Executive Committee shall
28 include:

29 a. Exercise the powers and duties of the Compact Commission during
30 the interim between Compact Commission meetings, except for adopting or
31 amending Rules, adopting or amending bylaws, and exercising any other

1 powers and duties expressly reserved to the Compact Commission by Rule or
2 bylaw;

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

6 c. Recommend to the Compact Commission changes to the Rules or
7 bylaws, changes to this compact legislation, fees charged to compact
8 Member States, fees charged to Licensees, and other fees;

9 d. Ensure compact administration services are appropriately
10 provided, including by contract;

11 e. Prepare and recommend the budget;

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

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

15 h. Establish additional committees as necessary; and

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

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

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

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

25 c. Up to four ex officio, nonvoting members from recognized national
26 athletic trainer organizations.

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

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

30 a. Executive Committee meetings shall be open to the public, except
31 that the Executive Committee may meet in a closed, nonpublic meeting as

1 provided in this Section.

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

6 c. The Executive Committee may hold a special meeting in accordance
7 with this section.

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

10 F. Meetings of the Compact Commission:

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

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

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

24 4. The Compact Commission or the Executive Committee or other
25 committees of the Compact Commission may convene in a closed, nonpublic
26 meeting for the Compact Commission or Executive Committee or other
27 committees of the Compact Commission to receive legal advice or to
28 discuss:

29 a. Noncompliance of a Member State with its obligations under the
30 compact;

31 b. The employment, compensation, discipline, or other matters,

1 practices, or procedures related to specific employees;

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

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

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

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

8 g. Trade secrets or commercial or financial information that is
9 privileged or confidential;

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

12 i. Investigative records compiled for law enforcement purposes;

13 j. Information related to any investigative reports prepared by or
14 on behalf of or for use of the Compact Commission or other committee
15 charged with responsibility of investigation or determination of
16 compliance issues pursuant to the compact;

17 k. Matters specifically exempted from disclosure by federal or
18 Member State law; or

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

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

27 G. Financing of the Compact Commission:

28 1. The Compact Commission shall pay, or provide for the payment of,
29 the reasonable expenses of its establishment, organization, and ongoing
30 activities.

31 2. The Compact Commission may accept any and all appropriate revenue

1 sources as provided in this section.

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

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

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

24 H. Qualified Immunity, Defense, and Indemnification:

25 1. The members, officers, executive director, employees, and
26 representatives of the Compact Commission shall have no greater liability
27 than a state employee would have under the same or similar circumstances,
28 both personally and in their official capacity, for any claim for damage
29 to or loss of property or personal injury or other civil liability caused
30 by or arising out of any actual or alleged act, error, or omission that
31 occurred, or that the person against whom the claim is made had a

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

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

20 3. The Compact Commission shall indemnify and hold harmless any
21 member, officer, executive director, employee, and representative of the
22 Compact Commission for the amount of any settlement or judgment obtained
23 against that person arising out of any actual or alleged act, error, or
24 omission that occurred within the scope of Compact Commission employment,
25 duties, or responsibilities, or that such person had a reasonable basis
26 for believing occurred within the scope of Compact Commission employment,
27 duties, or responsibilities, provided that the actual or alleged act,
28 error, or omission did not result from the intentional or willful or
29 wanton misconduct of that person.

30 4. Nothing herein shall be construed as a limitation on the
31 liability of any Licensee for professional malpractice or misconduct,

1 which shall be governed solely by any other applicable State laws.

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

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

9 SECTION 9. DATA SYSTEM

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

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

19 1. Personally identifying information;

20 2. Licensure data;

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

23 4. Nonconfidential information related to Alternative Program
24 participation, the beginning and ending dates of such participation, and
25 other information related to such participation;

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

29 6. A binary determination regarding the presence of Current
30 Significant Investigative Information; and

31 7. Other information that may facilitate the administration of this

1 compact or the protection of the public, as determined by the Rules of
2 the Commission.

3 C. The records and information provided to a Member State pursuant
4 to this compact or through the Data System, when certified by the
5 Commission or an agent thereof, shall constitute the authenticated
6 business records of the Commission, and shall be entitled to any
7 associated hearsay exception in any relevant judicial, quasi-judicial, or
8 administrative proceedings in a Member State.

9 D. Current Significant Investigative Information pertaining to a
10 Licensee in any Member State will only be available to other Member
11 States.

12 E. It is the responsibility of the Member States to monitor the Data
13 System to determine whether Adverse Action has been taken against a
14 Licensee or License applicant. Adverse Action information pertaining to a
15 Licensee or License applicant in any Member State will be available to
16 any other Member State.

17 F. Member States contributing information to the Data System may
18 designate information that may not be shared with the public without the
19 express permission of the contributing State.

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

23 SECTION 10. RULEMAKING

24 A. The Compact Commission shall promulgate reasonable Rules in order
25 to effectively and efficiently implement and administer the purposes and
26 provisions of the compact. A Rule shall be invalid and have no force or
27 effect only if a court of competent jurisdiction holds that the Rule is
28 invalid because the Compact Commission exercised its rulemaking authority
29 in a manner that is beyond the scope and purposes of the compact, or the
30 powers granted hereunder, or based upon another applicable standard of
31 review.

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

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

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

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

20 F. Prior to adoption of a proposed Rule, the Compact Commission
21 shall hold a public hearing and allow persons to provide oral and written
22 comments, data, facts, opinions, and arguments. At least thirty days in
23 advance of the public hearing on the proposed Rule, the Compact
24 Commission shall provide a notice of proposed rulemaking:

25 1. On the website of the Compact Commission or other publicly
26 accessible platform;

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

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

30 G. The notice of proposed rulemaking shall include:

31 1. The time, date, and location of the public hearing at which the

1 Compact Commission will hear public comments on the proposed Rule and, if
2 different, the time, date, and location of the meeting where the Compact
3 Commission will consider and vote on the proposed Rule;

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

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

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

10 5. The manner in which interested persons may submit written
11 comments.

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

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

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

21 1. The Compact Commission may adopt changes to the proposed Rule
22 provided the changes do not enlarge the original purpose of the proposed
23 Rule.

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

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

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

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

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

26 M. No Member State's rulemaking requirements shall apply under this
27 compact.

28 SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

29 A. Oversight:

30 1. The executive and judicial branches of State government in each
31 Member State shall enforce this compact and take all actions necessary

1 and appropriate to implement the compact.

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

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

17 B. Default, Technical Assistance, and Termination:

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

25 2. The Compact Commission shall provide a copy of the notice of
26 default to the other Member States.

27 C. If a State in default fails to cure the default, the defaulting
28 State may be terminated from the compact upon an affirmative vote of a
29 majority of the Commissioners of the Member States, and all rights,
30 privileges and benefits conferred on that State by this compact may be
31 terminated on the effective date of termination. A cure of the default

1 does not relieve the offending State of obligations or liabilities
2 incurred during the period of default.

3 D. Termination of membership in the compact shall be imposed only
4 after all other means of securing compliance have been exhausted. Notice
5 of intent to suspend or terminate shall be given by the Compact
6 Commission to the Governor, the majority and minority leaders of the
7 defaulting State's legislature, the defaulting State's Licensing
8 Authority and each of the Member States' Licensing Authority.

9 E. A State that has been terminated is responsible for all
10 assessments, obligations, and liabilities incurred through the effective
11 date of termination, including obligations that extend beyond the
12 effective date of termination.

13 F. Upon the termination of a State's membership from this compact,
14 that State shall immediately provide notice to all Licensees within that
15 State of such termination. The terminated State shall continue to
16 recognize all Licenses and Compact Privileges granted pursuant to this
17 compact for a minimum of one hundred eighty days after the date of said
18 notice of termination.

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

23 H. The defaulting State may appeal the action of the Compact
24 Commission by petitioning the United States District Court for the
25 District of Columbia or the federal district where the Compact Commission
26 has its principal offices. The prevailing party shall be awarded all
27 costs of such litigation, including reasonable attorney's fees.

28 I. Dispute Resolution:

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

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

3 J. Enforcement:

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

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

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

25 SECTION 12. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

28 1. On or after the effective date of the compact, the Compact
29 Commission shall convene and review the enactment of each of the first
30 seven Member States (Charter Member States) to determine if the statute
31 enacted and made effective by each such Charter Member State is

1 materially different than the Model Compact Language.

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

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

9 2. Member States enacting the compact subsequent to the seven
10 initial Charter Member States shall be subject to the process set forth
11 in this section to determine if their enactments are materially different
12 from the Model Compact Language and whether they qualify for
13 participation in the compact.

14 3. All actions taken for the benefit of the Compact Commission or in
15 furtherance of the purposes of the administration of the compact prior to
16 the effective date of the compact or the Compact Commission coming into
17 existence shall be considered to be actions of the Compact Commission
18 unless specifically repudiated by the Compact Commission.

19 4. Any State that joins the compact subsequent to the Compact
20 Commission's initial adoption of the Rules and bylaws shall be subject to
21 the Rules and bylaws as they exist on the date on which the compact
22 becomes law in that State. Any Rule that has been previously adopted by
23 the Compact Commission shall have the full force and effect of law on the
24 day the compact becomes law in that State.

25 B. Any Member State may withdraw from this compact by enacting a
26 statute repealing the same.

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

29 2. Withdrawal shall not affect the continuing requirement of the
30 withdrawing State's Licensing Authority to comply with the investigative
31 and Adverse Action reporting requirements of this compact prior to the

1 effective date of withdrawal.

2 3. Upon the enactment of a statute withdrawing from this compact, a
3 State shall immediately provide notice of such withdrawal to all
4 Licensees and privilege holders within that State. Notwithstanding any
5 subsequent statutory enactment to the contrary, such withdrawing State
6 shall continue to recognize all Compact Privileges granted pursuant to
7 this compact for a minimum of one hundred eighty days after the date of
8 such notice of withdrawal.

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

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

16 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

23 B. The provisions of this compact shall be severable and if any
24 phrase, clause, sentence, or provision of this compact is held by a court
25 of competent jurisdiction to be contrary to the constitution of any
26 Member State, a State seeking participation in the compact, or of the
27 United States, or the applicability thereof to any government, agency,
28 person, or circumstance is held to be unconstitutional by a court of
29 competent jurisdiction, the validity of the remainder of this compact and
30 the applicability thereof to any other government, agency, person, or
31 circumstance shall not be affected thereby.

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

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

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

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

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

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

19 38-131 (1) An applicant for an initial license to practice as a
20 registered nurse, a licensed practical nurse, a physical therapist, a
21 physical therapy assistant, an athletic trainer, a psychologist, a
22 respiratory care practitioner, an advanced emergency medical technician,
23 an emergency medical technician, an audiologist, a speech-language
24 pathologist, a licensed independent mental health practitioner, an
25 occupational therapist, an occupational therapy assistant, a dietitian, a
26 certified social worker, a certified master social worker, a licensed
27 clinical social worker, a paramedic, a physician, an osteopathic
28 physician, a physician or osteopathic physician who is an applicant for a
29 temporary educational permit, a physician or osteopathic physician who is
30 an applicant for a temporary visiting faculty permit, a physician
31 assistant, a dentist, a dental hygienist, an optometrist, a podiatrist, a

1 veterinarian, an advanced practice registered nurse-nurse practitioner,
2 an advanced practice registered nurse-certified nurse midwife, or an
3 advanced practice registered nurse-certified registered nurse anesthetist
4 shall be subject to a criminal background check. Except as provided in
5 subsection (4) of this section, such an applicant for an initial license
6 shall submit a full set of fingerprints to the Nebraska State Patrol for
7 a criminal history record information check. The applicant shall
8 authorize release of the results of the national criminal history record
9 information check by the Federal Bureau of Investigation to the
10 department. The applicant shall pay the actual cost of the fingerprinting
11 and criminal background check.

12 (2) The Nebraska State Patrol is authorized to submit the
13 fingerprints of such applicants to the Federal Bureau of Investigation
14 and to issue a report to the department that includes the criminal
15 history record information concerning the applicant. The Nebraska State
16 Patrol shall forward submitted fingerprints to the Federal Bureau of
17 Investigation for a national criminal history record information check.
18 The Nebraska State Patrol shall issue a report to the department that
19 includes the criminal history record information concerning the
20 applicant.

21 (3) This section shall not apply to a dentist who is an applicant
22 for a dental locum tenens under section 38-1122, to a physician or
23 osteopathic physician who is an applicant for a physician locum tenens
24 under section 38-2036, or to a veterinarian who is an applicant for a
25 veterinarian locum tenens under section 38-3335.

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

1 (5) The department and the Nebraska State Patrol may adopt and
2 promulgate rules and regulations concerning costs associated with the
3 fingerprinting and the national criminal history record information
4 check.

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

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

10 38-404 Athletic trainer means a health care professional who is
11 licensed to practice athletic training under the Athletic Training
12 Practice Act or the Athletic Trainer Compact and who, under guidelines
13 established with a licensed physician, performs the functions outlined in
14 section 38-408 except as otherwise provided in subsection (5) of section
15 38-408.

16 **Sec. 10.** Section 38-409, Revised Statutes Cumulative Supplement,
17 2024, is amended to read:

18 38-409 No person shall be authorized to perform the functions
19 outlined in section 38-408 unless the person first obtains a license as
20 an athletic trainer or unless such person is licensed as a physician,
21 osteopathic physician, chiropractor, nurse, physical therapist, or
22 podiatrist. No person shall hold himself or herself out as an athletic
23 trainer in this state unless such person is licensed under the Athletic
24 Training Practice Act or the Athletic Trainer Compact.

25 **Sec. 11.** Section 38-1716, Revised Statutes Cumulative Supplement,
26 2024, is amended to read:

27 38-1716 No person shall operate or profess or attempt to operate a
28 massage therapy establishment unless such establishment is licensed by
29 the department under the Massage Therapy Practice Act. The department
30 shall not issue or renew a license for a massage therapy establishment
31 until all requirements of the act have been complied with. No person

1 shall engage in any of the practices of massage therapy in any location
2 or premises other than a licensed massage therapy establishment except as
3 specifically permitted in the act or in the rules and regulations adopted
4 and promulgated by the department.

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

7 38-1915 (1)(a) ~~(1)~~ A person licensed by the department, with the
8 recommendation of the board, as a medical radiographer may practice
9 medical radiography on any part of the human anatomy for interpretation
10 by and under the direction of a licensed practitioner, including
11 computed tomography but excluding interpretative fluoroscopic procedures,
12 and may use fluoroscopy in collaboration ~~conjunction~~ with a certified
13 registered nurse anesthetist as authorized in section 38-711.

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

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

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

20 (b) Complete an application in accordance with the Uniform
21 Credentialing Act; and

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

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

26 **Sec. 13.** Section 38-2101, Revised Statutes Cumulative Supplement,
27 2024, is amended to read:

28 38-2101 Sections 38-2101 to 38-2147 and section 14 of this act shall
29 be known and may be cited as the Mental Health Practice Act.

30 **Sec. 14.** (1) Every two years, a minimum of two hours of continuing
31 education in domestic abuse counseling shall be required for all licensed

1 mental health practitioners and licensed independent mental health
2 practitioners under the Mental Health Practice Act.

3 (2) Such training shall be conducted by an individual who has (a)
4 received the domestic abuse training required in section 38-2123, (b) a
5 minimum of three years' experience working with victims of domestic abuse
6 or offenders, and (c) completed an additional forty hours in domestic
7 abuse-related training.

8 (3) For purposes of the section, domestic abuse means abuse as
9 defined in section 42-903.

10 **Sec. 15.** Section 38-2123, Revised Statutes Cumulative Supplement,
11 2024, is amended to read:

12 38-2123 (1) A person who needs to obtain the required three thousand
13 hours of supervised experience in mental health practice as specified in
14 section 38-2122 to qualify for a mental health practitioner license shall
15 obtain a provisional mental health practitioner license. To qualify for a
16 provisional mental health practitioner license, such person shall:

17 (a) Have a master's degree, a doctoral degree, or the equivalent of
18 a master's degree, as determined by the board, that consists of course
19 work and training which was primarily therapeutic mental health in
20 content and included a practicum or internship and was from a mental
21 health program as specified in section 38-2122;

22 (b) Apply prior to earning the three thousand hours of supervised
23 experience; ~~and~~

24 (c) Pay the provisional mental health practitioner license fee;
25 and -

26 (d) Beginning September 1, 2027, obtain three hours of training
27 relating to domestic abuse, which shall include: (i) Appropriate
28 screening tools for victims of domestic abuse; (ii) indicators of high
29 lethality or risk; (iii) documentation standards; (iv) appropriate
30 referrals to domestic abuse specific services, advocacy, and systems
31 navigation professionals; (v) impact on children; (vi) ethical practice

1 and boundaries; and (vii) trauma-informed, victim-centered care and
2 safety planning. For purposes of this subdivision (1)(d), domestic abuse
3 means abuse as defined in section 42-903.

4 (2) An individual or organization providing the training described
5 in subdivision (1)(d) of this section shall submit all training materials
6 to the board for approval.

7 ~~(3) (2)~~ The rules and regulations approved by the board and adopted
8 and promulgated by the department shall not require that the applicant
9 have a supervisor in place at the time of application for a provisional
10 mental health practitioner license.

11 ~~(4) (3)~~ A provisional mental health practitioner license shall
12 expire upon receipt of licensure as a mental health practitioner or five
13 years after the date of issuance, whichever comes first.

14 ~~(5) (4)~~ A person who holds a provisional mental health practitioner
15 license shall inform all clients that he or she holds a provisional
16 license and is practicing mental health under supervision and shall
17 identify the supervisor. Failure to make such disclosure is a ground for
18 discipline as set forth in section 38-2139.

19 **Sec. 16.** Section 38-2315, Reissue Revised Statutes of Nebraska, is
20 amended to read:

21 38-2315 (1) A nurse practitioner may provide health care services
22 within specialty areas. A nurse practitioner shall function by
23 establishing collaborative, consultative, and referral networks as
24 appropriate with other health care professionals. Patients who require
25 care beyond the scope of practice of a nurse practitioner shall be
26 referred to an appropriate health care provider.

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

30 (a) Assessing patients, ordering diagnostic tests and therapeutic
31 treatments, synthesizing and analyzing data, and applying advanced

1 nursing principles;

2 (b) Dispensing, incident to practice only, sample medications which
3 are provided by the manufacturer and are provided at no charge to the
4 patient; and

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

7 (3) A nurse practitioner who has proof of a current certification
8 from an approved certification program in a psychiatric or mental health
9 specialty may manage the care of patients committed under the Nebraska
10 Mental Health Commitment Act. Patients who require care beyond the scope
11 of practice of a nurse practitioner, who has proof of a current
12 certification from an approved certification program in a psychiatric or
13 mental health specialty, shall be referred to an appropriate health care
14 provider.

15 (4) A nurse practitioner may pronounce death and may complete and
16 sign death certificates and any other forms if such acts are within the
17 scope of practice of the nurse practitioner and are not otherwise
18 prohibited by law.

19 (5) A nurse practitioner may perform and utilize fluoroscopy for
20 procedural guidance and for the performance of authorized duties upon the
21 nurse practitioner's successful completion of appropriate education and
22 training as approved jointly by the department and the board. Such
23 education and training shall be in accordance with rules and regulations
24 adopted and promulgated pursuant to section 71-3508. A nurse practitioner
25 may also direct fluoroscopy in collaboration with a licensed medical
26 radiographer.

27 **Sec. 17.** Section 38-2801, Revised Statutes Cumulative Supplement,
28 2024, is amended to read:

29 38-2801 Sections 38-2801 to 38-28,117 and section 18 of this act and
30 the Nebraska Drug Product Selection Act shall be known and may be cited
31 as the Pharmacy Practice Act.

1 **Sec. 18.** (1) Individuals employed by a facility where dispensed
2 drugs and devices are delivered from a pharmacy to be picked up by a
3 patient or caregiver, as requested by the patient, shall not be
4 considered to be engaging in the practice of pharmacy if:

5 (a) The drug or device has been prepaid by the patient or caregiver;

6 (b) The dispensing pharmacist has offered patient counseling either
7 prior to, or at the time of, dispensing;

8 (c) The drug or device is (i) maintained in the packaging as
9 received from the dispensing pharmacy and stored in accordance with the
10 manufacturer's recommendations and (ii) kept in a separate area from
11 other drugs or devices held by the facility;

12 (d) The drug or device being delivered is not a controlled
13 substance;

14 (e) A drug or device that is not picked up within thirty days after
15 delivery is donated or destroyed by the facility or returned to the
16 pharmacy and is not eligible for a refund of any amount paid;

17 (f) The facility has implemented a written policy relating to the
18 donation or destruction of a drug or device that is not picked up by a
19 patient or caregiver within thirty days after delivery to the facility;
20 and

21 (g) The facility maintains documentation of the delivery of a drug
22 or device under this subsection, including the date received, the name of
23 the pharmacy, the name of the patient, the signature and printed name of
24 the individual picking up the drug or device, the date it was picked up,
25 and the date of donation, destruction, or return to a pharmacy.

26 (2) A facility other than a pharmacy, acting in accordance with
27 subsection (1) of this section, shall not be liable for the contents of a
28 drug or device delivered to a patient.

29 (3) The decision to accept a drug or device for delivery to a
30 patient rests solely with the receiving facility.

31 (4) The department, with the recommendation of the board, may adopt

1 and promulgate rules and regulations for the administration of this
2 section.

3 **Sec. 19.** Section 38-2850, Reissue Revised Statutes of Nebraska, is
4 amended to read:

5 38-2850 As authorized by the Uniform Credentialing Act, the practice
6 of pharmacy may be engaged in by a pharmacist, a pharmacist intern, or a
7 practitioner with a pharmacy license. The practice of pharmacy shall not
8 be construed to include:

9 (1) Practitioners, other than veterinarians, certified nurse
10 midwives, certified registered nurse anesthetists, nurse practitioners,
11 and physician assistants, who dispense drugs or devices as an incident to
12 the practice of their profession, except that if such practitioner
13 engages in dispensing such drugs or devices to his or her patients for
14 which such patients are charged, such practitioner shall obtain a
15 pharmacy license;

16 (2) Persons who sell, offer, or expose for sale nonprescription
17 drugs or proprietary medicines, the sale of which is not in itself a
18 violation of the Nebraska Liquor Control Act;

19 (3) Medical representatives, detail persons, or persons known by
20 some name of like import, but only to the extent of permitting the
21 relating of pharmaceutical information to health care professionals;

22 (4) Licensed veterinarians practicing within the scope of their
23 profession;

24 (5) Certified nurse midwives, certified registered nurse
25 anesthetists, nurse practitioners, and physician assistants who dispense
26 sample medications which are provided by the manufacturer and are
27 dispensed at no charge to the patient;

28 (6) Optometrists who prescribe or dispense eyeglasses or contact
29 lenses to their own patients, including contact lenses that contain and
30 deliver ocular pharmaceutical agents as authorized under the Optometry
31 Practice Act, and ophthalmologists who prescribe or dispense eyeglasses

1 or contact lenses to their own patients, including contact lenses that
2 contain and deliver ocular pharmaceutical agents;

3 (7) Registered nurses or licensed practical nurses employed by a
4 hospital who administer pursuant to a chart order, or procure for such
5 purpose, single doses of drugs or devices from original drug or device
6 containers or properly labeled repackaged or prepackaged drug or device
7 containers to persons registered as patients and within the confines of
8 the hospital;

9 (8) Persons employed by a facility where dispensed drugs and devices
10 are delivered from a pharmacy for pickup by a patient or caregiver and no
11 dispensing or storage of drugs or devices occurs;

12 (9) Persons who sell or purchase medical products, compounds,
13 vaccines, or serums used in the prevention or cure of animal diseases and
14 maintenance of animal health if such medical products, compounds,
15 vaccines, or serums are not sold or purchased under a direct, specific,
16 written medical order of a licensed veterinarian;

17 (10) A person accredited by an accrediting body who, pursuant to a
18 medical order, (a) administers, dispenses, or distributes medical gas or
19 medical gas devices to patients or ultimate users or (b) purchases or
20 receives medical gas or medical gas devices for administration,
21 dispensing, or distribution to patients or ultimate users; ~~and~~

22 (11) A person accredited by an accrediting body who, pursuant to a
23 medical order, (a) sells, delivers, or distributes devices described in
24 subsection (2) of section 38-2841 to patients or ultimate users or (b)
25 purchases or receives such devices with intent to sell, deliver, or
26 distribute to patients or ultimate users; and -

27 (12) Individuals described in section 18 of this act.

28 **Sec. 20.** Section 38-2852, Revised Statutes Cumulative Supplement,
29 2024, is amended to read:

30 38-2852 Every applicant for licensure as a pharmacist shall ~~be~~
31 ~~required to~~ attain a passing grade to be determined by the board in an

1 examination in pharmacy and in an examination in jurisprudence of
2 pharmacy. The jurisprudence examination may occur at a time, before or
3 after graduation, as determined by the accredited pharmacy program
4 attended by the applicant.

5 **Sec. 21.** Section 38-2866.01, Revised Statutes Supplement, 2025, is
6 amended to read:

7 38-2866.01 (1) A pharmacist may supervise any combination of
8 pharmacy technicians and pharmacist interns at any time up to a total of
9 four people.

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

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

19 **Sec. 22.** Section 38-2871, Reissue Revised Statutes of Nebraska, is
20 amended to read:

21 38-2871 (1) Original prescription information for any controlled
22 substances listed in Schedule III, IV, or V of section 28-405 and other
23 prescription drugs or devices not listed in section 28-405 may be
24 transferred between pharmacies for the purpose of refill dispensing as
25 set forth in this section ~~on a one-time basis~~, except that pharmacies
26 electronically sharing a real-time, online database may transfer up to
27 the maximum refills permitted by law and as authorized by the prescribing
28 practitioner on the prescription. Transfers are subject to the following:

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

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

3 (c) The transferring pharmacist or pharmacist intern indicates on
4 the record of the prescription the name, the address, and, if a
5 controlled substance, the Drug Enforcement Administration number of the
6 pharmacy to which the information was transferred, the name of the
7 pharmacist or pharmacist intern receiving the information, the date of
8 transfer, and the name of the transferring pharmacist or pharmacist
9 intern;

10 (d) The receiving pharmacist or pharmacist intern indicates on the
11 record of the transferred prescription that the prescription is
12 transferred;

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

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

15 (ii) The original number of refills authorized;

16 (iii) The date of original dispensing;

17 (iv) The number of valid refills remaining;

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

19 (vi) The name, the address, and, if a controlled substance, the Drug
20 Enforcement Administration number of the pharmacy from which the transfer
21 was made, the name of the pharmacist or pharmacist intern transferring
22 the information, the original prescription number, and the date of
23 transfer; and

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

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

1 ~~(3) (2)~~ Nothing in this section shall prevent a pharmacist from
2 forwarding an original prescription for a noncontrolled substance to
3 another pharmacy at the request of the patient or the patient's
4 caregiver. ~~An original prescription for a controlled substance shall not~~
5 ~~be forwarded to another pharmacy unless permitted under 21 C.F.R.~~
6 ~~1306.25.~~

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

9 **Sec. 23.** Section 38-3208, Revised Statutes Cumulative Supplement,
10 2024, is amended to read:

11 38-3208 (1) Except as provided in subsection (2) of this section, a
12 person shall not engage in the practice of respiratory care unless such
13 person is licensed pursuant to the Respiratory Care Practice Act or holds
14 a compact privilege under the Respiratory Care Interstate Compact.

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

17 (a) (1) The practice of respiratory care which is an integral part
18 of the program of study by students enrolled in approved respiratory care
19 education programs;

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

24 (c) (3) The practice of respiratory care by nurses, physicians,
25 physician assistants, physical therapists, or any other professional
26 required to be licensed under the Uniform Credentialing Act when such
27 practice is within the scope of practice for which that person is
28 licensed to practice in this state;

29 (d) (4) The practice of any respiratory care practitioner of this
30 state or any other state or territory while employed by the federal
31 government or any bureau or division thereof while in the discharge of

1 his or her official duties;

2 (e) ~~(5)~~ Techniques defined as pulmonary function testing and the
3 administration of aerosol and inhalant medications to the
4 cardiorespiratory system as it relates to pulmonary function technology
5 administered by a registered pulmonary function technologist credentialed
6 by the National Board for Respiratory Care or a certified pulmonary
7 function technologist credentialed by the National Board for Respiratory
8 Care; or

9 (f) ~~(6)~~ The performance of oxygen therapy or the initiation of
10 noninvasive positive pressure ventilation by a registered
11 polysomnographic technologist relating to the study of sleep disorders if
12 such procedures are performed or initiated under the supervision of a
13 licensed physician at a facility accredited by the American Academy of
14 Sleep Medicine.

15 **Sec. 24.** Section 52-401, Revised Statutes Cumulative Supplement,
16 2024, is amended to read:

17 52-401 (1) Whenever any person employs a physician, nurse,
18 chiropractor, physical therapist, hospital, or provider of emergency
19 medical service to perform professional services of any nature, in the
20 treatment of or in connection with an injury, and such injured person
21 claims damages from the party causing the injury, such physician, nurse,
22 chiropractor, physical therapist, hospital, or provider of emergency
23 medical service ~~;~~ shall have a lien upon any sum awarded the injured
24 person in judgment or obtained by settlement or compromise on the amount
25 due for the usual and customary charges of such physician, nurse,
26 chiropractor, physical therapist, hospital, or provider of emergency
27 medical service applicable at the time services are performed, except
28 that no such lien shall be valid against anyone covered under the
29 Nebraska Workers' Compensation Act. For persons covered under private
30 medical insurance or another private health benefit plan, the amount of
31 the lien shall be reduced by the contracted discount or other limitation

1 which would have been applied had the claim been submitted for
2 reimbursement to the medical insurer or administrator of such other
3 health benefit plan. The measure of damages for medical expenses in
4 personal injury claims shall be the private party rate, not the
5 discounted amount.

6 (2) In order to prosecute such lien, it shall be necessary for such
7 physician, nurse, chiropractor, physical therapist, hospital, or provider
8 of emergency medical service to serve a written notice upon the person or
9 corporation from whom damages are claimed that such physician, nurse,
10 chiropractor, physical therapist, hospital, or provider of emergency
11 medical service claims a lien for such services and stating the amount
12 due and the nature of such services, except that whenever an action is
13 pending in court for the recovery of such damages, it shall be sufficient
14 to file the notice of such lien in the pending action.

15 (3) A physician, nurse, chiropractor, physical therapist, hospital,
16 or provider of emergency medical service claiming a lien under this
17 section shall not be liable for attorney's fees and costs incurred by the
18 injured person in securing the judgment, settlement, or compromise, but
19 the lien of the injured person's attorney shall have precedence over the
20 lien created by this section.

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

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

29 **Sec. 25.** Section 71-1908, Revised Statutes Supplement, 2025, is
30 amended to read:

31 71-1908 (1) Sections 71-1908 to 71-1923.03 and sections 28 and 29 of

1 this act shall be known and may be cited as the Child Care Licensing Act.

2 (2) The Legislature finds that there is a present and growing need
3 for quality child care programs and facilities. There is a need to
4 establish and maintain licensure of persons providing such programs to
5 ensure that such persons are competent and are using safe and adequate
6 facilities. The Legislature further finds and declares that the
7 development and supervision of programs are a matter of statewide concern
8 and should be dealt with uniformly on the state and local levels. There
9 is a need for cooperation among the various state and local agencies
10 which impose standards on licensees, and there should be one agency which
11 coordinates the enforcement of such standards and informs the Legislature
12 about cooperation among the various agencies.

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

15 71-1912 (1) Before issuance of a license, the department shall
16 investigate or cause an investigation to be made, when it deems
17 necessary, to determine if the applicant or person in charge of the
18 program meets or is capable of meeting the physical well-being, safety,
19 and protection standards and the other rules and regulations of the
20 department adopted and promulgated under the Child Care Licensing Act.
21 The department may investigate the character of applicants and licensees,
22 any member of the applicant's or licensee's household, and the staff and
23 employees of programs. The department may at any time inspect or cause an
24 inspection to be made of any place where a program is operating to
25 determine if such program is being properly conducted.

26 (2) All inspections by the department shall be unannounced except
27 for initial licensure visits and consultation visits. Initial licensure
28 visits are announced visits necessary for a provisional license to be
29 issued to a family child care home I, family child care home II, child
30 care center, or school-age-only or preschool program. Consultation visits
31 are announced visits made at the request of a licensee for the purpose of

1 consulting with a department specialist on ways of improving the program.

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

18 (4) Whenever an inspection is made, the findings shall be recorded
19 in a report designated by the department. The public shall have access to
20 the results of these inspections upon a written or oral request to the
21 department. The request must include the name and address of the program.
22 Additional unannounced inspections shall be performed as often as is
23 necessary for the efficient and effective enforcement of the Child Care
24 Licensing Act.

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

31 (b)(i) ~~(b)~~ A prospective child care staff member shall submit to a

1 national criminal history record information check (A) (i) prior to
2 employment, except as otherwise permitted under 45 C.F.R. 98.43, as such
3 regulation existed on January 1, 2019, or (B) (ii) prior to residing in a
4 family child care home.

5 (ii) Pursuant to 45 C.F.R. 98.43(d)(4), the department shall
6 authorize a prospective child care staff member to begin work for a child
7 care provider for purposes of employment in child care, or for a staffing
8 agency or substitute child care staff pool operator, for the purposes of
9 employment in child care as a substitute child care staff member, after
10 receiving qualifying results for either (A) a Federal Bureau of
11 Investigation fingerprint check or (B) a state criminal registry or
12 repository check with the use of fingerprints, for the state where the
13 staff member resides. Pending completion of all background check
14 components, the staff member shall be supervised at all times by an
15 individual who received a qualifying result on a background check
16 described in this subsection (5) within the past five years.

17 (c)(i) (e) The department shall provide documentation of national
18 criminal history record information checks which proves eligibility for
19 employment. Such documentation shall be made available to each child care
20 staff member or prospective child care staff member by the applicant or
21 licensee for at least one hundred eighty days after the last day of
22 employment or date the documentation was provided by the department,
23 whichever is later.

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

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

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

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

5 (B) The department provided to the first child care provider,
6 staffing agency, or substitute child care staffing pool operator a
7 qualifying background check result for the child care staff member or
8 prospective child care staff member; and

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

13 (d) A child care staff member shall be required to undergo a
14 national criminal history record information check not less than once
15 during each five-year period. A child care staff member shall submit a
16 complete set of his or her fingerprints to the Nebraska State Patrol. The
17 Nebraska State Patrol shall transmit a copy of the child care staff
18 member's fingerprints to the Federal Bureau of Investigation for a
19 national criminal history record information check. The national criminal
20 history record information check shall include information concerning
21 child care staff members from federal repositories of such information
22 and repositories of such information in other states, if authorized by
23 federal law for use by the Nebraska State Patrol. The Nebraska State
24 Patrol shall issue a report to the department that includes the
25 information collected from the national criminal history record
26 information check concerning child care staff members. The department
27 shall seek federal funds, if available, to assist child care providers
28 and child care staff members with the costs of the fingerprinting and
29 national criminal history record information check. If the department
30 does not receive sufficient federal funds to assist child care providers
31 and staff members with such costs, then the child care staff member being

1 screened, applicant for a license, or licensee shall pay the actual cost
2 of the fingerprinting and national criminal history record information
3 check, except that the department may pay all or part of the cost if
4 funding becomes available. The department and the Nebraska State Patrol
5 may adopt and promulgate rules and regulations concerning the costs
6 associated with the fingerprinting and the national criminal history
7 record information check. The department may adopt and promulgate rules
8 and regulations implementing national criminal history record information
9 check requirements for child care providers and child care staff members.

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

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

15 (ii) A search of the following registries, repositories, or
16 databases in the state where the child care provider is located or where
17 the child care staff member resides and each state where the child care
18 provider was located or where the child care staff member resided during
19 the preceding five years:

20 (A) State criminal registries or repositories;

21 (B) State sex offender registries or repositories; and

22 (C) State-based child abuse and neglect registries and databases.

23 (f) Documentation of eligibility for employment in child care from a
24 national criminal history record information check ~~Background checks~~
25 ~~shall be portable between child care providers, child care staff members,~~
26 ~~prospective child care staff members, staffing agencies, and substitute~~
27 ~~child care staff pool operators.~~

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

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

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

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

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

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

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

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

20 (k) For purposes of this subsection:

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

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

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

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

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

1 **Sec. 27.** Section 71-1918, Reissue Revised Statutes of Nebraska, is
2 amended to read:

3 71-1918 The department shall maintain a complaint tracking system
4 which shall identify licensing violations discovered from a complaint
5 investigation, an unannounced inspection, or a self-report investigation
6 for licensees under the Child Care Licensing Act.

7 **Sec. 28.** (1) No child care program licensed under the Child Care
8 Licensing Act shall be prohibited from including a volunteer in the
9 supervised staff-to-child ratio if the volunteer (a) receives qualifying
10 results for either (i) a Federal Bureau of Investigation fingerprint
11 check or (ii) a state criminal registry or repository check with the use
12 of fingerprints, for the state where the staff member resides, and
13 submits to all other background checks as required in section 71-1912 and
14 (b) is supervised at all times by an individual who received a qualifying
15 result on a background check.

16 (2) No child care program licensed under the Child Care Licensing
17 Act shall be prohibited from including a volunteer in the unsupervised
18 staff-to-child ratio if the volunteer (a) receives qualifying results for
19 either (i) a Federal Bureau of Investigation fingerprint check or (ii) a
20 state criminal registry or repository check with the use of fingerprints,
21 for the state where the staff member resides, (b) submits to all other
22 background checks as required by section 71-1912, and (c) meets staff
23 qualifications and training requirements.

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

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

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

31 **Sec. 29.** No political subdivision shall institute residency

1 requirements for a family child care home II. This section shall not be
2 construed to prohibit a political subdivision from regulating business
3 use relating to outside appearance, nuisances, or public health and
4 safety.

5 **Sec. 30.** Section 71-2444, Reissue Revised Statutes of Nebraska, is
6 amended to read:

7 71-2444 Sections 71-2444 to 71-2452 and section 33 of this act shall
8 be known and may be cited as the Automated Medication Systems Act.

9 **Sec. 31.** Section 71-2445, Reissue Revised Statutes of Nebraska, is
10 amended to read:

11 71-2445 For purposes of the Automated Medication Systems Act:

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

15 (2) Automated medication system means a mechanical system that
16 performs operations or activities, other than compounding,
17 administration, or other technologies, relative to storage and packaging
18 for dispensing or distribution of medications and that collects,
19 controls, and maintains all transaction information and includes, but is
20 not limited to, a prescription medication distribution machine or an
21 automated medication distribution machine. An automated medication system
22 may only be used in conjunction with the provision of pharmacist care.
23 Automated medication system does not include an automated pickup kiosk;

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

29 (4) ~~(3)~~ Chart order means an order for a drug or device issued by a
30 practitioner for a patient who is in the hospital where the chart is
31 stored, for a patient receiving detoxification treatment or maintenance

1 treatment pursuant to section 28-412, or for a resident in a long-term
2 care facility in which a long-term care automated pharmacy is located
3 from which drugs will be dispensed. Chart order does not include a
4 prescription;

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

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

12 (7) ~~(6)~~ Long-term care facility means an intermediate care facility,
13 an intermediate care facility for persons with developmental
14 disabilities, a long-term care hospital, a mental health substance use
15 treatment center, a nursing facility, or a skilled nursing facility, as
16 such terms are defined in the Health Care Facility Licensure Act;

17 (8) ~~(7)~~ Medical order means a prescription, a chart order, or an
18 order for pharmaceutical care issued by a practitioner;

19 (9) ~~(8)~~ Pharmacist means any person who is licensed by the State of
20 Nebraska to practice pharmacy;

21 (10) ~~(9)~~ Pharmacist care means the provision by a pharmacist of
22 medication therapy management, with or without the dispensing of drugs or
23 devices, intended to achieve outcomes related to the cure or prevention
24 of a disease, elimination or reduction of a patient's symptoms, or
25 arresting or slowing of a disease process;

26 (11) ~~(10)~~ Pharmacist remote order entry means entering an order into
27 a computer system or drug utilization review by a pharmacist licensed to
28 practice pharmacy in the State of Nebraska and located within the United
29 States, pursuant to medical orders in a hospital, long-term care
30 facility, or pharmacy licensed under the Health Care Facility Licensure
31 Act;

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

2 (13) (11) Practice of pharmacy has the definition found in section
3 38-2837;

4 (14) (12) Practitioner means a certified registered nurse
5 anesthetist, a certified nurse midwife, a dentist, an optometrist, a
6 nurse practitioner, a physician assistant, a physician, a podiatrist, or
7 a veterinarian;

8 (15) (13) Prescription means an order for a drug or device issued by
9 a practitioner for a specific patient, for emergency use, or for use in
10 immunizations. Prescription does not include a chart order;

11 (16) (14) Prescription medication distribution machine means a type
12 of automated medication system that packages, labels, or counts
13 medication in preparation for dispensing of medications by a pharmacist
14 pursuant to a prescription; and

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

20 **Sec. 32.** Section 71-2447, Reissue Revised Statutes of Nebraska, is
21 amended to read:

22 71-2447 Any health care facility authorized to use hospital, long-
23 term care facility, or pharmacy that uses an automated medication system
24 or an automated pickup kiosk shall develop, maintain, and comply with
25 policies and procedures developed in consultation with the pharmacist
26 responsible for pharmacist care for that hospital, long-term care
27 facility, or pharmacy. At a minimum, the policies and procedures shall
28 address the following:

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

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

3 (3) Medication access and information access procedures;

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

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

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

12 (7) Staff education and training;

13 (8) Quality assurance and quality improvement programs and
14 processes;

15 (9) Inoperability or emergency downtime procedures;

16 (10) Periodic system maintenance; and

17 (11) Medication security and controls.

18 **Sec. 33.** (1) In order for an automated pickup kiosk to be operated
19 by, or under the authority of, a pharmacy located in Nebraska and
20 licensed under the Health Care Facility Licensure Act, the pharmacist in
21 charge of the licensed pharmacy shall annually license the automated
22 pickup kiosk. An automated pickup kiosk may be operated in connection
23 with a licensed pharmacy if it is located on property owned or leased by
24 the pharmacy or a hospital, a facility operated by a hospital, a health
25 clinic as defined in section 71-416, a health care practitioner facility
26 as defined in section 71-414, or a rural emergency hospital as defined in
27 section 71-428.01 within which the licensed pharmacy operates, whether
28 placed within the interior of the building or affixed to, or situated on,
29 the exterior of the building or property.

30 (2) The pharmacist in charge of a licensed pharmacy shall submit an
31 application for licensure or renewal of licensure to the Division of

1 Public Health of the Department of Health and Human Services with a fee
2 in an amount determined by the Board of Pharmacy, not to exceed two
3 hundred dollars for initial licensure or fifty dollars for a renewal of
4 licensure. The application shall include:

5 (a) The name and location of the licensed pharmacy;

6 (b) The physical location of the automated pickup kiosk; and

7 (c) The name of the pharmacist in charge of the licensed pharmacy.

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

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

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

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

20 (a) Identify a pharmacist responsible for the operation,
21 supervision, and development of policies and procedures for the automated
22 pickup kiosk. Compliance with this subdivision shall be sufficient if the
23 pharmacist monitors the automated pickup kiosk electronically and keeps
24 records of compliance with this requirement for a period of five years;

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

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

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

31 (e) Develop and implement policies for the verification of a

1 prescription drug by a pharmacist prior to being loaded into an automated
2 pickup kiosk or for the verification of a prescription drug by a
3 pharmacist prior to being released to a patient or caregiver; and

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

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

9 (8) An automated pickup kiosk shall not dispense or make available
10 prescription medication to a patient or caregiver unless pharmacist care
11 has been offered and made available in a manner consistent with section
12 38-2869.

13 (9) An automated pickup kiosk that is located outside a fully
14 enclosed building shall not be placed in a manner that exposes
15 medications to adverse environmental conditions or to security risks,
16 unless the Board of Pharmacy determines, through rule or case-specific
17 approval, that the automated pickup kiosk employs environmental controls
18 and physical security measures sufficient to protect medication integrity
19 and prevent diversion.

20 (10) An automated pickup kiosk operated in accordance with this
21 section shall not store, dispense, or otherwise make available a
22 controlled substance as defined in section 28-401 or federal law except
23 an automated pickup kiosk operated by, or under the authority of, a
24 hospital pharmacy as defined in section 71-419.01 and that is located in
25 the hospital or facility operated by a hospital.

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

29 **Sec. 34.** Sections 6, 7, 8, 9, 10, 13, 14, 15, 23, and 35 of this
30 act become operative on January 1, 2027. Sections 30, 31, 32, 33, and 36
31 of this act become operative on May 1, 2027. Sections 1, 2, 3, 4, 5, 11,

1 12, 16, 17, 18, 19, 24, 25, 26, 27, 28, 29, 37, and 39 of this act become
2 operative three calendar months after the adjournment of this legislative
3 session. The other sections of this act become operative on their
4 effective date.

5 **Sec. 35.** Original sections 38-404, 38-409, 38-2101, 38-2123, and
6 38-3208, Revised Statutes Cumulative Supplement, 2024, and section
7 38-131, Revised Statutes Supplement, 2025, are repealed.

8 **Sec. 36.** Original sections 71-2444, 71-2445, and 71-2447, Reissue
9 Revised Statutes of Nebraska, are repealed.

10 **Sec. 37.** Original sections 38-1915, 38-2315, 38-2850, and 71-1918,
11 Reissue Revised Statutes of Nebraska, sections 38-1716, 38-2801, and
12 52-401, Revised Statutes Cumulative Supplement, 2024, and sections
13 71-1908 and 71-1912, Revised Statutes Supplement, 2025, are repealed.

14 **Sec. 38.** Original section 38-2871, Reissue Revised Statutes of
15 Nebraska, section 38-2852, Revised Statutes Cumulative Supplement, 2024,
16 and section 38-2866.01, Revised Statutes Supplement, 2025, are repealed.

17 **Sec. 39.** The following section is outright repealed: Section
18 38-2053, Revised Statutes Cumulative Supplement, 2024.

19 **Sec. 40.** Since an emergency exists, this act takes effect when
20 passed and approved according to law.