

LEGISLATURE OF NEBRASKA
ONE HUNDRED NINTH LEGISLATURE
SECOND SESSION

LEGISLATIVE BILL 736

Introduced by Rountree, 3.

Read first time January 07, 2026

Committee: Health and Human Services

- 1 A BILL FOR AN ACT relating to public health and welfare; to amend
- 2 sections 38-404 and 38-409, Revised Statutes Cumulative Supplement,
- 3 2024, and section 38-131, Revised Statutes Supplement, 2025; to
- 4 adopt the Athletic Trainer Compact; to provide for criminal
- 5 background checks; to harmonize provisions; to provide an operative
- 6 date; and to repeal the original sections.
- 7 Be it enacted by the people of the State of Nebraska,

1 **Section 1.** The State of Nebraska adopts the Athletic Trainer
2 Compact 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 time frame 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 non-public 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, non-public 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, non-public 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, non-public
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. Non-compliance 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 be immune from suit and
27 liability, both personally and in their official capacity, for any claim
28 for damage to or loss of property or personal injury or other civil
29 liability caused by or arising out of any actual or alleged act, error,
30 or omission that occurred, or that the person against whom the claim is
31 made had a reasonable basis for believing occurred within the scope of

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

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

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

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

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

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

8 SECTION 9. DATA SYSTEM

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

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

18 1. Personally identifying information;

19 2. Licensure data;

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

22 4. Non-confidential information related to Alternative Program
23 participation, the beginning and ending dates of such participation, and
24 other information related to such participation;

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

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

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

1 the Commission.

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

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

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

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

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

22 SECTION 10. RULEMAKING

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

31 B. The Rules of the Compact Commission shall have the force of law

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

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

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

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

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

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

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

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

29 G. The notice of proposed rulemaking shall include:

30 1. The time, date, and location of the public hearing at which the
31 Compact Commission will hear public comments on the proposed Rule and, if

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

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

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

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

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

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

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

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

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

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

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

31 K. Upon determination that an emergency exists, the Compact

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

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

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

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

27 SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

28 A. Oversight:

- 29 1. The executive and judicial branches of State government in each
30 Member State shall enforce this compact and take all actions necessary
31 and appropriate to implement the compact.

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

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

16 B. Default, Technical Assistance, and Termination:

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

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

26 C. If a State in default fails to cure the default, the defaulting
27 State may be terminated from the compact upon an affirmative vote of a
28 majority of the Commissioners of the Member States, and all rights,
29 privileges and benefits conferred on that State by this compact may be
30 terminated on the effective date of termination. A cure of the default
31 does not relieve the offending State of obligations or liabilities

1 incurred during the period of default.

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

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

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

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

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

27 I. Dispute Resolution:

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

31 2. The Compact Commission shall promulgate a Rule providing for both

1 mediation and binding dispute resolution for disputes as appropriate.

2 J. Enforcement:

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

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

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

24 SECTION 12. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

15 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

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

31 C. Notwithstanding the foregoing, the Compact Commission may deny a

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

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

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

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

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

16 **Sec. 2.** Section 38-131, Revised Statutes Supplement, 2025, is
17 amended to read:

18 38-131 (1) An applicant for an initial license to practice as a
19 registered nurse, a licensed practical nurse, a physical therapist, a
20 physical therapy assistant, an athletic trainer, a psychologist, an
21 advanced emergency medical technician, an emergency medical technician,
22 an audiologist, a speech-language pathologist, a licensed independent
23 mental health practitioner, an occupational therapist, an occupational
24 therapy assistant, a dietitian, a certified social worker, a certified
25 master social worker, a licensed clinical social worker, a paramedic, a
26 physician, an osteopathic physician, a physician or osteopathic physician
27 who is an applicant for a temporary educational permit, a physician or
28 osteopathic physician who is an applicant for a temporary visiting
29 faculty permit, a physician assistant, a dentist, a dental hygienist, an
30 optometrist, a podiatrist, a veterinarian, an advanced practice
31 registered nurse-nurse practitioner, an advanced practice registered

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

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

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

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

30 (5) The department and the Nebraska State Patrol may adopt and
31 promulgate rules and regulations concerning costs associated with the

1 fingerprinting and the national criminal history record information
2 check.

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

6 **Sec. 3.** Section 38-404, Revised Statutes Cumulative Supplement,
7 2024, is amended to read:

8 38-404 Athletic trainer means a health care professional who is
9 licensed to practice athletic training under the Athletic Training
10 Practice Act or the Athletic Trainer Compact and who, under guidelines
11 established with a licensed physician, performs the functions outlined in
12 section 38-408 except as otherwise provided in subsection (5) of section
13 38-408.

14 **Sec. 4.** Section 38-409, Revised Statutes Cumulative Supplement,
15 2024, is amended to read:

16 38-409 No person shall be authorized to perform the functions
17 outlined in section 38-408 unless the person first obtains a license as
18 an athletic trainer or unless such person is licensed as a physician,
19 osteopathic physician, chiropractor, nurse, physical therapist, or
20 podiatrist. No person shall hold himself or herself out as an athletic
21 trainer in this state unless such person is licensed under the Athletic
22 Training Practice Act or the Athletic Trainer Compact.

23 **Sec. 5.** This act becomes operative on January 1, 2027.

24 **Sec. 6.** Original sections 38-404 and 38-409, Revised Statutes
25 Cumulative Supplement, 2024, and section 38-131, Revised Statutes
26 Supplement, 2025, are repealed.