

AMENDMENTS TO LB148

Introduced by Rountree, 3.

1 1. Insert the following new sections:

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

6 SECTION 1. TITLE AND PURPOSE

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

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

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

26 C. Increases public access to qualified, licensed Dentists and
27 Dental Hygienists by creating a responsible, streamlined pathway for

1 Licensees to practice in Participating States;

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

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

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

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

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

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

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

19 SECTION 2. DEFINITIONS

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

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

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

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

1 issues are referred in lieu of Adverse Action.

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

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

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

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

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

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

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

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

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

30 M. "Dentist and Dental Hygienist Compact Commission" or "Commission"
31 means a joint government agency established by this Compact comprised of

1 each State that has enacted the Compact and a national administrative
2 body comprised of a Commissioner from each State that has enacted the
3 Compact.

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

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

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

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

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

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

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

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

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

31 W. "Rule" means a regulation promulgated by an entity that has the

1 force of law.

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

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

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

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

23 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

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

31 4. Notify the Commission, in compliance with the terms of the

1 Compact and Commission Rules, of any Adverse Action or the availability
2 of Significant Investigative Information regarding a Licensee and License
3 applicant;

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

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

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

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

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

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

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

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

30 B. Providing alternative pathways for an individual to obtain an
31 unrestricted License does not disqualify a State from participating in

1 the Compact.

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

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

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

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

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

18 SECTION 4. COMPACT PRIVILEGE

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

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

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

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

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

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

31 6. Have passed a National Board Examination of the Joint Commission

1 on National Dental Examinations or another examination accepted by
2 Commission Rule;

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

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

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

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

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

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

29 B. The Licensee must comply with the requirements of subsection A of
30 this section to maintain the Compact Privilege in the Remote State. If
31 those requirements are met, the Compact Privilege will continue as long

1 as the Licensee maintains a Qualifying License in the State through which
2 the Licensee applied for the Compact Privilege and pays any applicable
3 Compact Privilege renewal fees.

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

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

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

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

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

31 1. The specific period of time for which the Compact Privilege was

1 removed has ended; and

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

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

7 SECTION 5. ACTIVE MILITARY MEMBERS AND THEIR SPOUSES

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

14 SECTION 6. ADVERSE ACTIONS

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

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

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

30 D. Any Participating State in which a Licensee is applying to
31 practice or is practicing pursuant to a Compact Privilege may investigate

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

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

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

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

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

23 F. Joint Investigations

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

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

31 G. Authority to Continue Investigation

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

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

10 SECTION 7. ESTABLISHMENT AND OPERATION OF THE COMMISSION.

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

18 B. Participation, Voting, and Meetings

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

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

25 3. The Commission may 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 State Licensing Authority or
28 Authorities, as applicable, removal or suspension of an individual as the
29 State's Commissioner.

30 5. A Participating State's State Licensing Authority, or
31 Authorities, as applicable, shall fill any vacancy of its Commissioner on

1 the Commission within sixty days of the vacancy.

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

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

8 C. The Commission shall have the following powers:

9 1. Establish the fiscal year of the Commission;

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

11 3. Adopt Rules and bylaws;

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

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

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

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

21 8. Purchase and maintain insurance and bonds;

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

24 10. Conduct an annual financial review;

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

30 12. As set forth in the Commission Rules, charge a fee to a Licensee
31 for the grant of a Compact Privilege in a Remote State and thereafter, as

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

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

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

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

18 16. Establish a budget and make expenditures;

19 17. Borrow money;

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

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

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

28 21. Establish and elect an Executive Board;

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

30 23. Determine whether a State's enacted compact is materially
31 different from the Model Compact language such that the State would not

1 qualify for participation in the Compact; and

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

4 D. Meetings of the Commission

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

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

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

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

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

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

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

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

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

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

4 g. Trade secrets or commercial or financial information that is
5 privileged or confidential;

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

8 i. Investigative records compiled for law enforcement purposes;

9 j. Information related to any investigative reports prepared by or
10 on behalf of or for use of the Commission or other committee charged with
11 responsibility of investigation or determination of compliance issues
12 pursuant to the Compact;

13 k. Legal advice;

14 l. Matters specifically exempted from disclosure to the public by
15 federal or Participating State law; and

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

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

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

29 E. Financing of the Commission

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

1 activities.

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

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

14 4. The Commission shall not incur obligations of any kind prior to
15 securing the funds adequate to meet the same; nor shall the Commission
16 pledge the credit of any Participating State, except by and with the
17 authority of the Participating 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. All receipts and disbursements of funds handled by the
22 Commission shall be subject to an annual financial review by a certified
23 or licensed public accountant, and the report of the financial review
24 shall be included in and become part of the annual report of the
25 Commission.

26 F. The Executive Board

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

30 a. Overseeing the day-to-day activities of the administration of the
31 Compact including compliance with the provisions of the Compact and the

1 Commission's Rules and bylaws;

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

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

7 d. Preparing and recommending the budget;

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

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

11 g. Establishing additional committees as necessary;

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

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

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

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

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

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

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

28 a. An Executive Board meeting at which it takes or intends to take
29 formal action on a matter shall be open to the public, except that the
30 Executive Board may meet in a closed, nonpublic session of a public
31 meeting when dealing with any of the matters covered under subsection D.4

1 of this section.

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

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

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

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

10 c. Protect public health and safety.

11 G. Qualified Immunity, Defense, and Indemnification

12 1. The members, officers, executive director, employees, and
13 representatives of the Commission shall have no greater liability than a
14 state employee would have under the same or similar circumstances, either
15 personally or in their official capacity, for any claim for damage to or
16 loss of property or personal injury or other civil liability caused by or
17 arising out of any actual or alleged act, error, or omission that
18 occurred, or 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 in this
21 paragraph shall be construed to protect any such person from suit or
22 liability for any damage, loss, injury, or liability caused by the
23 intentional or willful or wanton misconduct of that person. The
24 procurement of insurance of any type by the Commission shall not in any
25 way compromise or limit the immunity granted hereunder.

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

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

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

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

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

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

26 SECTION 8. DATA SYSTEM

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

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

5 1. Identifying information;

6 2. Licensure data;

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

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

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

15 6. The presence of Significant Investigative Information; and

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

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

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

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

1 available to any other Participating State.

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

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

8 SECTION 9. RULEMAKING

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

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

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

27 D. If a majority of the legislatures of the Participating States
28 reject a Commission Rule or portion of a Commission Rule, by enactment of
29 a statute or resolution in the same manner used to adopt the Compact,
30 within four years of the date of adoption of the Rule, then such Rule
31 shall have no further force and effect in any Participating State or to

1 any State applying to participate in the Compact.

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

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

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

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

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

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

16 H. The Notice of Proposed Rulemaking shall include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 4. Protect public health and safety.

29 M. The Commission or an authorized committee of the Commission may
30 direct revisions to a previously adopted Rule for purposes of correcting
31 typographical errors, errors in format, errors in consistency, or

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

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

12 SECTION 10. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

13 A. Oversight

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

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

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

31 B. Default, Technical Assistance, and Termination

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

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

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

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

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

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

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

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

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

13 I. Dispute Resolution

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

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

20 J. Enforcement

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

23 2. By majority vote, the Commission may initiate legal action
24 against a Participating State in default in the United States District
25 Court for the District of Columbia or the federal district where the
26 Commission has its principal offices to enforce compliance with the
27 provisions of the Compact and its promulgated Rules. The relief sought
28 may include both injunctive relief and damages. In the event judicial
29 enforcement is necessary, the prevailing party shall be awarded all costs
30 of such litigation, including reasonable attorney's fees. The remedies
31 herein shall not be the exclusive remedies of the Commission. The

1 Commission may pursue any other remedies available under federal or the
2 defaulting Participating State's law.

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

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

13 SECTION 11. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

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

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

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

28 2. Participating States enacting the Compact subsequent to the
29 Charter Participating States shall be subject to the process set forth in
30 Section 7.C.23 to determine if their enactments are materially different
31 from the Model Compact and whether they qualify for participation in the

1 Compact.

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

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

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

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

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

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

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

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

5 SECTION 12. CONSTRUCTION AND SEVERABILITY

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

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

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

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

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

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

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

9 **Sec. 2.** Section 38-131, Revised Statutes Cumulative Supplement,
10 2024, is amended to read:

11 38-131 (1) An applicant for an initial license to practice as a
12 registered nurse, a licensed practical nurse, a physical therapist, a
13 physical therapy assistant, a psychologist, an advanced emergency medical
14 technician, an emergency medical technician, an audiologist, a speech-
15 language pathologist, a licensed independent mental health practitioner,
16 an occupational therapist, an occupational therapy assistant, a
17 dietitian, a certified social worker, a certified master social worker, a
18 licensed clinical social worker, a paramedic, a physician, an osteopathic
19 physician, a physician or osteopathic physician who is an applicant for a
20 temporary educational permit, a physician or osteopathic physician who is
21 an applicant for a temporary visiting faculty permit, a physician
22 assistant, a dentist, a dental hygienist, an optometrist, a podiatrist, a
23 veterinarian, an advanced practice registered nurse-nurse practitioner,
24 an advanced practice registered nurse-certified nurse midwife, or an
25 advanced practice registered nurse-certified registered nurse anesthetist
26 shall be subject to a criminal background check. Except as provided in
27 subsection (4) of this section, such an applicant for an initial license
28 shall submit a full set of fingerprints to the Nebraska State Patrol for
29 a criminal history record information check. The applicant shall
30 authorize release of the results of the national criminal history record
31 information check by the Federal Bureau of Investigation to the

1 department. The applicant shall pay the actual cost of the fingerprinting
2 and criminal background check.

3 (2) The Nebraska State Patrol is authorized to submit the
4 fingerprints of such applicants to the Federal Bureau of Investigation
5 and to issue a report to the department that includes the criminal
6 history record information concerning the applicant. The Nebraska State
7 Patrol shall forward submitted fingerprints to the Federal Bureau of
8 Investigation for a national criminal history record information check.
9 The Nebraska State Patrol shall issue a report to the department that
10 includes the criminal history record information concerning the
11 applicant.

12 (3) This section shall not apply to a dentist who is an applicant
13 for a dental locum tenens under section 38-1122, to a physician or
14 osteopathic physician who is an applicant for a physician locum tenens
15 under section 38-2036, or to a veterinarian who is an applicant for a
16 veterinarian locum tenens under section 38-3335.

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

23 (5) The department and the Nebraska State Patrol may adopt and
24 promulgate rules and regulations concerning costs associated with the
25 fingerprinting and the national criminal history record information
26 check.

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

30 **Sec. 3.** Section 38-1101, Revised Statutes Cumulative Supplement,
31 2024, is amended to read:

1 38-1101 Sections 38-1101 to 38-1152 and section 4 of this act shall
2 be known and may be cited as the Dentistry Practice Act.

3 **Sec. 4.** A person holding a compact privilege to practice in
4 Nebraska under the Dentist and Dental Hygienist Compact may engage in the
5 practice of dentistry or dental hygiene as authorized pursuant to such
6 compact.

7 **Sec. 7.** Sections 1, 2, 3, 4, and 9 of this act become operative on
8 January 1, 2026. The other sections of this act become operative on their
9 effective date.

10 **Sec. 9.** Original sections 38-131 and 38-1101, Revised Statutes
11 Cumulative Supplement, 2024, are repealed.

12 2. Renumber the remaining sections accordingly.