

STATE OF OKLAHOMA

2nd Session of the 60th Legislature (2026)

SENATE BILL 1813

By: Stanley

AS INTRODUCED

An Act relating to professions and occupations;
enacting the Athletic Trainer Compact and authorizing
the Governor to enter into the Compact with certain
jurisdictions; setting forth form of the Compact;
providing for codification; and providing an
effective date.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified
in the Oklahoma Statutes as Section 535.1 of Title 59, unless there
is created a duplication in numbering, reads as follows:

The Athletic Trainer Compact is hereby enacted into law and the
Governor shall enter into the Compact on behalf of the State of
Oklahoma with any jurisdiction legally joined therein, in the form
substantially as set forth in this act.

SECTION 2. NEW LAW A new section of law to be codified
in the Oklahoma Statutes as Section 535.2 of Title 59, unless there
is created a duplication in numbering, reads as follows:

ATHLETIC TRAINER COMPACT

SECTION 1: TITLE AND PURPOSE

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

8 This Compact is designed to achieve the following objectives:

9 A. Increase public access to Athletic Training and enhance
10 continuity of care by providing for the mutual recognition of other
11 Licenses issued by Member States.

12 B. Provide an additional streamlined opportunity for interstate
13 practice by Licensed Athletic Trainers who meet Compact uniform
14 requirements.

15 C. Promote mobility and workforce development by eliminating
16 the necessity for Licenses in multiple States by providing for the
17 mutual recognition of other Licenses issued by Member States.

18 D. Reduce administrative burdens on Licensed Athletic Trainers
19 and Member States.

20 E. Enhance the States' ability to protect the public's health
21 and safety.

22 F. Encourage the cooperation of Member States in regulating
23 interstate practice of Licensed Athletic Trainers.

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

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

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

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

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

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

15 SECTION 2: DEFINITIONS

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

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

21 B. "Adverse Action" means any administrative, civil, equitable
22 or criminal action permitted by a State's laws which is imposed by a
23 Licensing Authority or other authority against a Licensee, including
24 actions against an individual's License or Compact Privilege such as

1 revocation, suspension, probation, monitoring of the Licensee,
2 limitation on the Licensee's practice, or any other Encumbrance on
3 licensure affecting a Licensee's authorization to practice.

4 C. "Alternative Program" means a non-disciplinary monitoring or
5 practice remediation process applicable to an Athletic Trainer
6 approved by a State Licensing Authority of a Member State in which
7 the Athletic Trainer is licensed. This includes, but is not limited
8 to, programs to which Licensees with substance use, addiction, or
9 mental health conditions are referred in lieu of Adverse Action.

10 D. "Athletic Training" means the prevention, examination,
11 assessment, treatment, and rehabilitation of emergent, acute, or
12 chronic injuries and medical conditions as defined by applicable
13 Member State laws and regulations.

14 E. "Athletic Trainer Compact Commission" or "Compact
15 Commission" means the government agency whose membership consists of
16 all States that have enacted this Compact, as described herein, and
17 which shall operate as an instrumentality of the Member States to
18 administer and implement the Compact according to its terms.

19 F. "BOC" means the Board of Certification, Inc. or any
20 successor organization thereto.

21 G. "CAATE" means the Commission on Accreditation of Athletic
22 Training Education or any successor organization thereto.

1 H. "Charter Member State" means any Member State which enacted
2 and made effective this Compact by law before the Compact effective
3 date specified herein.

4 I. "Commissioner" means the individual appointed by a Member
5 State to serve as the member of the Commission for that Member
6 State.

7 J. "Compact Privilege" means the legal authorization granted by
8 a Remote State, equivalent to a License, allowing a Licensee from
9 another Member State to provide Athletic Training services in a
10 Remote State.

11 K. "Compact Qualifying License" means a License that is not an
12 Encumbered License issued by a Member State to practice Athletic
13 Training which qualifies the Licensee to exercise a Compact
14 Privilege pursuant to Section 4 of this Compact.

15 L. "Continuing Competence" means a requirement, as a condition
16 of License renewal, to provide evidence of successful participation,
17 and completion of, educational and professional activities relevant
18 to practice or area of work. For purposes of this Compact, evidence
19 of active BOC certification may satisfy the meaning of Continuing
20 Competence as set forth herein.

21 M. "Current Significant Investigative Information" means the
22 existence of:

23 1. Investigative Information that a Licensing Authority, after
24 a preliminary inquiry that includes notification and an opportunity
25

1 for the subject Licensee to respond, if required by State law, has
2 reason to believe is not groundless and, if proven true, would
3 indicate more than a 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
7 an opportunity to respond.

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

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

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

21 Q. "Executive Committee" means a group of Commissioners elected
22 or appointed to act on behalf of, and within the powers granted to
23 them by, the Compact and Commission.
24

1 R. "Investigative Information" means information, records, and
2 documents received or generated by a Licensing Authority pursuant to
3 an investigation.

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

7 T. "License" means current authorization by a Member State to
8 engage in the practice of Athletic Training.

9 U. "Licensee" or "Licensed Athletic Trainer" means an
10 individual who currently holds an active, unrestricted License and
11 who meets all of the requirements outlined in Section 4 of this
12 Compact.

13 V. "Licensing Authority" means the board or agency of a State,
14 or equivalent, that is responsible for the licensing and regulation
15 of Athletic Trainers.

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

20 X. "Member State" means a State that has enacted the Compact.

21 Y. "Remote State" means a Member State other than the State of
22 Qualifying Licensure.

23 Z. "Rule" means a regulation promulgated by an authorized
24 entity that has the force of law.

1 AA. "Scope of Practice" means the procedures, actions, and
2 processes an Athletic Trainer licensed in a State is permitted to
3 undertake in that State and the circumstances under which the
4 Licensee is permitted to undertake those procedures, actions, and
5 processes. Such procedures, actions, and processes and the
6 circumstances under which they may be undertaken may be established
7 through means, including, but not limited to, statute, regulations,
8 case law, and other processes available to the State Licensing
9 Authority or other government agency. Scope of Practice shall
10 include any State requirements regarding supervision or direction,
11 if required by such State and as further defined by such State's
12 statutes and regulations.

13 BB. "Single State License" means a License issued by any State
14 that authorizes practice only within the issuing State.

15 CC. "State" means any state, commonwealth, district, or
16 territory of the United States of America.

17 DD. "State of Qualifying Licensure" means the Member State who
18 has issued a Compact Qualifying License to a Licensee pursuant to
19 this Compact.

20 EE. "Unencumbered License" means a License that authorizes a
21 Licensee to engage in the full and unrestricted practice of Athletic
22 Training.

23 SECTION 3: STATE PARTICIPATION IN THE COMPACT
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1 A. To be eligible to join this Compact and to maintain
2 eligibility as a Member State, a State must:

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

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

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

8 4. Have a mechanism in place for receiving and investigating
9 complaints about Licensees;

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

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

15 7. Notify the Compact Commission, in compliance with the terms
16 of the Compact and Rules, of any Adverse Action or the availability
17 of Current Significant Investigative Information regarding a
18 Licensee;

19 8. Within a time frame established by Rule, implement or
20 utilize procedures for considering the criminal history records of
21 applicants for a Compact Qualifying License which includes receiving
22 the results of the Federal Bureau of Investigation record search and
23 shall use those results in making licensure decisions. These
24 procedures shall include the submission of fingerprints or other

1 biometric-based information by applicants for the purpose of
2 obtaining an applicant's criminal history record information from
3 the Federal Bureau of Investigation and the agency responsible for
4 retaining that State's criminal records.

5 a. A Member State must fully implement a Criminal
6 Background Check requirement in order to participate
7 in the issuance and acceptance of Compact Privileges.

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

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

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

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

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

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

6 SECTION 4: COMPACT PRIVILEGE

7 A. To be eligible for a Compact Privilege under the terms and
8 provisions of the Compact, the Licensee shall complete a Criminal
9 Background Check performed by the Licensing Authority in the State
10 of Qualifying Licensure prior to entry in the Compact and shall:

11 1. Satisfy one of the following two pathways:

12 a. hold a valid current active certification through the
13 Board of Certification, or its successor organization,
14 or

15 b. if a Licensee does not meet the requirements of
16 subparagraph a of this paragraph, the following must
17 be completed:

18 (1) an education program which is either:

19 (a) at least a bachelor's degree with a major
20 course of study in Athletic Training, or an
21 equivalent course of study from a college or
22 university accredited at the time of
23 graduation by CAATE, or its successor
24 organization,

1 (b) an academic degree from a college or
2 university in a foreign country equivalent
3 to the degree described in subdivision a of
4 this division with a major course of study
5 as described in subdivision a of this
6 division that is accredited by CAATE, or its
7 successor organization, or

8 (c) the substantial equivalent of the foregoing
9 which the Commission may determine by Rule,
10 and

11 (2) successful completion of the exam administered by
12 the BOC, or its successor organization, preceding
13 the date of the Licensee's application for
14 Licensure in their State of Qualifying Licensure
15 or the substantial equivalent of the foregoing
16 requirement which the Commission may determine by
17 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 (2)
21 years;

22 4. Be eligible for a Compact Privilege in any Member State in
23 accordance with this section of the Compact;
24

1 5. Notify the Compact Commission that the Licensee is seeking
2 the Compact Privilege within one or more Remote States;

3 6. Pay any applicable fees, including any State fee, for the
4 Compact Privilege;

5 7. Meet only the Continuing Competence requirements established
6 by the State of Qualifying Licensure;

7 8. Comply with any requirements of the State of Qualifying
8 Licensure as set forth in Section 3 of this Compact;

9 9. Meet any Jurisprudence Requirements established by the
10 Remote State or States in which the Licensee is seeking a Compact
11 Privilege; and

12 10. Report to the Compact Commission any Adverse Action,
13 Encumbrance, or restriction on a license taken by any non-Member
14 State within thirty (30) days from the date the action is taken.

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

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

7 D. A Licensee engaging in the practice of Athletic Training in
8 a Remote State is subject to that State's regulatory authority. A
9 Remote State may, in accordance with due process and that State's
10 laws, remove a Licensee's Compact Privilege in the Remote State for
11 a specific period of time, impose fines, or take any other necessary
12 actions to protect the health and safety of its citizens. Any
13 Member State which undertakes such an action shall promptly notify
14 the Member State and the Commission as specified in the Rules. The
15 Licensee may be deemed to be ineligible to exercise the Compact
16 Privilege by any Member State until the specific time for removal
17 has passed and all fines are paid.

18 E. All Member State disciplinary orders that impose Adverse
19 Action against a Compact Qualifying License shall result in
20 deactivation of the Licensee's Compact Privilege in all Member
21 States during the pendency of the order. If a Compact Qualifying
22 License is Encumbered, the Licensee shall lose the Compact Privilege
23 in any Remote State until the following occur:

- 24 1. The Compact Qualifying License is no longer Encumbered; and
25

1 2. The Licensee has not had any Encumbrance or restriction
2 against any License, Compact Qualifying License or Compact Privilege
3 within the previous two (2) years.

4 F. Once an Encumbered License is restored to good standing as a
5 Compact Qualifying License, as certified by the Licensing Authority,
6 the Licensee must meet the requirements of this section to obtain a
7 Compact Privilege in any Remote State.

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

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

14 2. All fines have been paid; and

15 3. The licensee has not had any Encumbrance or restriction
16 against any License or Compact Privilege within the previous two (2)
17 years.

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

21 SECTION 5: COMPACT QUALIFYING LICENSE

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

1 B. Nothing in this section shall require that the State of
2 Qualifying Licensure be the State of primary residence or State of
3 primary practice for the Licensee.

4 C. Nothing in this Compact shall interfere with a Licensee's
5 ability to hold a Single State License in multiple States.

6 D. Nothing in this Compact shall affect the requirements
7 established by a Member State for the issuance of a Single State
8 License.

9 SECTION 6: ACTIVE MILITARY MEMBERS OR THEIR SPOUSES

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

15 SECTION 7: ADVERSE ACTIONS

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

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

1 C. Nothing in this Compact shall override a Member State's
2 decision that participation in an Alternative Program may be used in
3 lieu of Adverse Action and that such participation shall remain
4 nonpublic if required by the Member State's laws or Rules.

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

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

8 2. Issue subpoenas for both hearings and investigations that
9 require the attendance and testimony of witnesses as well as the
10 production of evidence.

11 a. Subpoenas may be issued by a Member State Athletic
12 Training Licensing Authority for the attendance and
13 testimony of witnesses and the production of evidence.

14 b. A Member State which issues a subpoena may request
15 service of that subpoena by another Member State. The
16 Member State receiving the request to serve a subpoena
17 shall serve the subpoena if it is deemed enforceable
18 by a court of competent jurisdiction according to the
19 practice and procedure in the receiving Member State.

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

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

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

10 G. Joint Investigations.

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

14 2. Member States shall share any Current Significant
15 Investigative Information, litigation, or compliance materials in
16 furtherance of any joint or individual investigation initiated under
17 the Compact. In sharing such information between Member State
18 Athletic Trainer Licensing Authorities, all information obtained
19 shall be kept confidential, except as otherwise mutually agreed upon
20 by the sharing and receiving Member States.

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

1 H. If a Member State takes Adverse Action, it shall promptly
2 notify the administrator of the Data System. The administrator of
3 the Data System shall promptly notify all Member States of any
4 Adverse Actions by Remote States.

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

9 SECTION 8: ESTABLISHMENT AND OPERATION OF THE COMMISSION

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

18 B. Membership, Voting, and Meetings.

19 1. Each Member State shall have and be limited to one
20 Commissioner selected by that Member State's Licensing Authority
21 within sixty (60) days of the Member State's effective date.

22 2. The Commissioner shall be an administrator or their
23 designated staff or current board member of the Licensing Authority.
24

1 3. The Compact Commission may recommend removal or suspension
2 of any Commissioner from office.

3 4. A Member State's Licensing Authority shall fill any vacancy
4 of its Commissioner occurring on the Compact Commission within sixty
5 (60) days of the vacancy.

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

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

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

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

17 2. Establish code of conduct, confidentiality, and conflict of
18 interest policies for Commissioners;

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

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

22 5. Purchase and maintain insurance and insurance bonds;

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

1 7. Conduct a financial review or audit;

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

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

10 10. Assess and collect fees;

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

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

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

21 14. Establish a budget and make expenditures;

22 15. Borrow and invest money;

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

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

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

12 19. Provide and receive information from, and cooperate with,
13 law enforcement agencies;

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

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

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

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

3 D. The Executive Committee.

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

- 8 a. exercise the powers and duties of the Compact
9 Commission during the interim between Compact
10 Commission meetings, except for adopting or amending
11 Rules, adopting or amending bylaws, and exercising any
12 other powers and duties expressly reserved to the
13 Compact Commission by Rule or bylaw,
- 14 b. oversee the day-to-day activities of the administration
15 of the Compact including enforcement and compliance
16 with the provisions of the Compact, its Rules and
17 bylaws, and other such duties as deemed necessary,
- 18 c. recommend to the Compact Commission changes to the
19 Rules or bylaws, changes to this Compact legislation,
20 fees charged to Compact Member States, fees charged to
21 Licensees, and other fees,
- 22 d. ensure Compact administration services are
23 appropriately provided, including by contract,
- 24 e. prepare and recommend the budget,

- f. maintain financial records on behalf of the Compact Commission,
- g. monitor Compact compliance of Member States and provide compliance reports to the Compact Commission,
- h. establish additional committees as necessary, and
- i. other duties as provided in the Rules or bylaws of the Compact Commission.

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

- a. the chair and vice chair of the Compact Commission, who shall be voting members of the Executive Committee, and
- b. up to three additional voting members, who shall be elected by the Compact Commission from the current membership of the Compact Commission to include the offices of treasurer, secretary, and one member-at-large, and

up to four ex officio, nonvoting members from recognized national athletic trainer organizations.

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

4. The Executive Committee shall meet at least annually.

- a. Executive Committee meetings shall be open to the public, except that the Executive Committee may meet

1 in a closed, nonpublic meeting as provided in this
2 section.

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

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

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

11 F. Meetings of the Compact Commission.

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

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

20 3. The Compact Commission may hold a special meeting when it
21 must meet to conduct emergency business by giving twenty-four (24)
22 hours' notice to all Commissioners, on the Compact Commission's
23 website, and other means as provided in the Compact Commission's
24

1 Rules. The Compact Commission's legal counsel shall certify that
2 the Compact Commission's need to meet qualifies as an emergency.

3 4. The Compact Commission or the Executive Committee or other
4 committees of the Compact Commission may convene in a closed,
5 nonpublic meeting for the Compact Commission or Executive Committee
6 or other committees of the Compact Commission to receive legal
7 advice or to discuss:

- 8 a. noncompliance of a Member State with its obligations
9 under the Compact,
- 10 b. the employment, compensation, discipline, or other
11 matters, practices, or procedures related to specific
12 employees,
- 13 c. current or threatened discipline of a Licensee by a
14 Member State's Licensing Authority,
- 15 d. current, threatened, or reasonably anticipated
16 litigation,
- 17 e. negotiation of contracts for the purchase, lease, or
18 sale of goods, services, or real estate,
- 19 f. accusing any person of a crime or formally censuring
20 any person,
- 21 g. trade secrets or commercial or financial information
22 that is privileged or confidential,
- 23
- 24

- h. information of a personal nature where disclosure would constitute a clearly unwarranted invasion of personal privacy,
- i. investigative records compiled for law enforcement purposes,
- j. information related to any investigative reports prepared by or on behalf of or for use of the Compact Commission or other committee charged with responsibility of investigation or determination of compliance issues pursuant to the Compact,
- k. matters specifically exempted from disclosure by federal or Member State law, or
- l. other matters as specified in Rules of the Compact Commission.

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

G. Financing of the Compact Commission.

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

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

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

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

20 5. The Compact Commission shall keep accurate accounts of all
21 receipts and disbursements. The receipts and disbursements of the
22 Compact Commission shall be subject to the financial review or audit
23 and accounting procedures established under its bylaws. However,
24 all receipts and disbursements of funds handled by the Compact
25

1 Commission shall be subject to an annual financial review or audit
2 by a certified or licensed public accountant, and the report of the
3 financial review or audit shall be included in and become part of
4 the annual report of the Compact Commission.

5 H. Qualified Immunity, Defense, and Indemnification.

6 1. The members, officers, executive director, employees and
7 representatives of the Compact Commission shall be immune from suit
8 and liability, both personally and in their official capacity, for
9 any claim for damage to or loss of property or personal injury or
10 other civil liability caused by or arising out of any actual or
11 alleged act, error, or omission that occurred, or that the person
12 against whom the claim is made had a reasonable basis for believing
13 occurred, within the scope of Compact Commission employment, duties,
14 or responsibilities; provided that nothing in this paragraph shall
15 be construed to protect any such person from suit or liability for
16 any damage, loss, injury, or liability caused by the intentional or
17 willful or wanton misconduct of that person. The procurement of
18 insurance of any type by the Compact Commission shall not in any way
19 compromise or limit the immunity granted hereunder.

20 2. The Compact Commission shall defend any member, officer,
21 executive director, employee, and representative of the Compact
22 Commission in any civil action seeking to impose liability arising
23 out of any actual or alleged act, error, or omission that occurred
24 within the scope of Compact Commission employment, duties, or

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

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

20 4. Nothing herein shall be construed as a limitation on the
21 liability of any Licensee for professional malpractice or
22 misconduct, which shall be governed solely by any other applicable
23 State laws.
24

1 5. Nothing in this Compact shall be interpreted to waive or
2 otherwise abrogate a Member State's state action immunity or state
3 action affirmative defense with respect to antitrust claims under
4 the Sherman Antitrust Act of 1890, Clayton Antitrust Act of 1914, or
5 any other State or federal antitrust or anticompetitive law or
6 regulation.

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

10 SECTION 9: DATA SYSTEM

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

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

- 22 1. Personally identifying information;
 - 23 2. Licensure data;
- 24

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

3 4. Nonconfidential information related to Alternative Program
4 participation, the beginning and ending dates of such participation,
5 and other information related to such participation;

6 5. Any denial of an application for licensure, and any reasons
7 for such denial, excluding the reporting of any criminal history
8 record information where prohibited by law;

9 6. A binary determination regarding the presence of Current
10 Significant Investigative Information; and

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

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

21 D. Current Significant Investigative Information pertaining to
22 a Licensee in any Member State will only be available to other
23 Member States.

1 E. It is the responsibility of the Member States to monitor the
2 Data System to determine whether Adverse Action has been taken
3 against a Licensee or License applicant. Adverse Action information
4 pertaining to a Licensee or License applicant in any Member State
5 will be available to any other Member State.

6 F. Member States contributing information to the Data System
7 may designate information that may not be shared with the public
8 without the express permission of the contributing State.

9 G. Any information submitted to the Data System that is
10 subsequently expunged pursuant to federal law or the laws of the
11 Member State contributing the information shall be removed from the
12 Data System.

13 SECTION 10: RULEMAKING

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

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

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

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

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

18 F. Prior to adoption of a proposed Rule, the Compact Commission
19 shall hold a public hearing and allow persons to provide oral and
20 written comments, data, facts, opinions, and arguments. At least
21 thirty (30) days in advance of the public hearing on the proposed
22 Rule, the Compact Commission shall provide a notice of proposed
23 rulemaking:
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1 1. On the website of the Compact Commission or other publicly
2 accessible platform;

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

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

7 G. The notice of proposed rulemaking shall include:

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

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

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

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

20 5. The manner in which interested persons may submit written
21 comments.

22 H. All hearings will be recorded. A copy of the recording and
23 all written comments and documents received by the Compact
24

1 Commission in response to the proposed Rule shall be available to
2 the public.

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

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

10 1. The Compact Commission may adopt changes to the proposed
11 Rule provided the changes do not enlarge the original purpose of the
12 proposed Rule.

13 2. The Compact Commission shall provide an explanation of the
14 reasons for substantive changes made to the proposed Rule as well as
15 reasons for substantive changes not made that were recommended by
16 commenters.

17 3. The Compact Commission shall determine a reasonable
18 effective date for the Rule. Except for an emergency as provided in
19 this section, the effective date of the Rule shall be no sooner than
20 thirty (30) days after issuing the notice that it adopted or amended
21 the Rule.

22 K. Upon determination that an emergency exists, the Compact
23 Commission may consider and adopt an emergency Rule with twenty-four
24 (24) hours' notice, with opportunity to comment, provided that the

1 usual rulemaking procedures provided in the Compact and in this
2 section shall be retroactively applied to the Rule as soon as
3 reasonably possible, in no event later than ninety (90) days after
4 the effective date of the Rule. For the purposes of this provision,
5 an emergency Rule is one that must be adopted immediately in order
6 to:

- 7 1. Meet an imminent threat to public health, safety, or
8 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
14 Compact Commission may direct revisions to a previously adopted Rule
15 for purposes of correcting typographical errors, errors in format,
16 errors in consistency, or grammatical errors. Public notice of any
17 revisions shall be posted on the website of the Compact Commission.
18 The revision shall be subject to challenge by any person for a
19 period of thirty (30) days after posting. The revision may be
20 challenged only on grounds that the revision results in a material
21 change to a Rule. A challenge shall be made in writing and
22 delivered to the Compact Commission prior to the end of the notice
23 period. If no challenge is made, the revision will take effect
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1 without further action. If the revision is challenged, the revision
2 may not take effect without the approval of the Compact Commission.

3 M. No Member State's rulemaking requirements shall apply under
4 this Compact.

5 SECTION 11: OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

6 A. Oversight.

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

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

20 3. The Compact Commission shall be entitled to receive service
21 of process in any proceeding regarding the enforcement or
22 interpretation of the Compact and shall have standing to intervene
23 in such a proceeding for all purposes. Failure to provide the
24 Compact Commission service of process shall render a judgment or

1 order void as to the Compact Commission, this Compact, or
2 promulgated Rules.

3 B. Default, Technical Assistance, and Termination.

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

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

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

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

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

9 F. Upon the termination of a State's membership from this
10 Compact, that State shall immediately provide notice to all
11 Licensees within that State of such termination. The terminated
12 State shall continue to recognize all Licenses and Compact
13 Privileges granted pursuant to this Compact for a minimum of one
14 hundred eighty (180) days after the date of said notice of
15 termination.

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

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

3 I. Dispute Resolution.

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

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

10 J. Enforcement.

11 1. By two-thirds majority (2/3) vote, the Compact Commission
12 may initiate legal action against a Member State in default in the
13 United States District Court for the District of Columbia or the
14 federal district where the Compact Commission has its principal
15 offices to enforce compliance with the provisions of the Compact and
16 its promulgated Rules. The relief sought may include both
17 injunctive relief and damages. In the event judicial enforcement is
18 necessary, the prevailing party shall be awarded all costs of such
19 litigation, including reasonable attorney fees. The remedies herein
20 shall not be the exclusive remedies of the Compact Commission. The
21 Compact Commission may pursue any other remedies available under
22 federal or the defaulting Member State's law.

23 2. A Member State may initiate legal action against the Compact
24 Commission in the United States District Court for the District of

1 Columbia or the federal district where the Compact Commission has
2 its principal offices to enforce compliance with the provisions of
3 the Compact and its promulgated Rules. The relief sought may
4 include both injunctive relief and damages. In the event judicial
5 enforcement is necessary, the prevailing party shall be awarded all
6 costs of such litigation, including reasonable attorney fees.

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

9 SECTION 12: EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

10 A. The Compact shall come into effect on the date on which the
11 Compact statute is enacted into law in the seventh Member State.

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

17 a. A Charter Member State whose enactment is found to be
18 materially different from the Model Compact Language
19 shall be entitled to the default process set forth in
20 Section 11 of this Compact.

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

3 2. Member States enacting the Compact subsequent to the seven
4 initial Charter Member States shall be subject to the process set
5 forth in this section to determine if their enactments are
6 materially different from the model Compact statute and whether they
7 qualify for participation in the Compact.

8 3. All actions taken for the benefit of the Compact Commission
9 or in furtherance of the purposes of the administration of the
10 Compact prior to the effective date of the Compact or the Compact
11 Commission coming into existence shall be considered to be actions
12 of the Compact Commission unless specifically repudiated by the
13 Compact Commission.

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

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

23 1. A Member State's withdrawal shall not take effect until one
24 hundred eighty (180) days after enactment of the repealing statute.

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

5 3. Upon the enactment of a statute withdrawing from this
6 Compact, a State shall immediately provide notice of such withdrawal
7 to all Licensees and privilege holders within that State.
8 Notwithstanding any subsequent statutory enactment to the contrary,
9 such withdrawing State shall continue to recognize all Compact
10 Privileges granted pursuant to this Compact for a minimum of one
11 hundred eighty (180) days after the date of such notice of
12 withdrawal.

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

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

21 SECTION 13: CONSTRUCTION AND SEVERABILITY

22 A. This Compact and the Compact Commission's rulemaking
23 authority shall be liberally construed so as to effectuate the
24 purposes and the implementation and administration of the Compact.

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

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

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

23 SECTION 14: CONSISTENT EFFECT AND CONFLICT WITH OTHER LAWS
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1 A. Nothing herein shall prevent or inhibit the enforcement of
2 any other law of a Member State that is not inconsistent with the
3 Compact.

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

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

9 SECTION 3. This act shall become effective November 1, 2026.

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