



2026 South Dakota Legislature

House Bill 1149

Introduced by: **Representative** Rehfeldt

1 An Act to adopt the athletic trainer licensure compact.

2 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

3 Section 1. That a NEW SECTION be added to chapter 36-29:

4 The board shall implement procedures for the completion of a state and federal
5 fingerprint-based criminal background check for an athletic trainer seeking to participate
6 in the athletic trainer compact adopted by section 2 of this Act. The athletic trainer must
7 pay for the cost of fingerprinting and conducting the background check.

8 Section 2. That a NEW SECTION be added to a NEW CHAPTER in title 36:

ATHLETIC TRAINER COMPACT
SECTION 1. TITLE AND PURPOSE

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

This compact is designed to achieve the following objectives:

- A. Increase public access to Athletic Training and enhance continuity of care by providing for the mutual recognition of other Licenses issued by Member States;
- B. Provide an additional streamlined opportunity for interstate practice by Licensed Athletic Trainers who meet compact uniform requirements;
- C. Promote mobility and workforce development by eliminating the necessity for Licenses in multiple States by providing for the mutual recognition of other Licenses issued by member States;
- D. Reduce administrative burdens on Licensed Athletic Trainers and Member States;
- E. Enhance the States' ability to protect the public's health and safety;

- 1 F. Encourage the cooperation of Member States in regulating interstate practice of
- 2 Licensed Athletic Trainers;
- 3 G. Support relocating Active Military Members and their spouses;
- 4 H. Enhance the exchange of licensure, investigative, and disciplinary information
- 5 among Member States;
- 6 I. Allow for the use of telehealth to facilitate increased access to Athletic Training
- 7 services;
- 8 J. Support the uniformity of Licensed Athletic Trainer licensure requirements
- 9 throughout the States;
- 10 K. Affirm the authority of all Member States to hold a Licensed Athletic Trainer
- 11 accountable for abiding by the Scope of Practice in the State in which the patient
- 12 is located at the time; and
- 13 L. Require adherence to the Model Compact Language in order to promote uniformity
- 14 and ensure that all Member States have accepted and are mutually obligated to
- 15 the same terms.

SECTION 2. DEFINITIONS

17 As used in this Compact, unless the context requires otherwise, the following

18 definitions shall apply:

- 19 A. "Active Military Member" means any individual with full-time duty status in the
- 20 active armed forces of the United States, including members of the National Guard
- 21 and Reserve.
- 22 B. "Adverse Action" means any administrative, civil, equitable, or criminal action
- 23 permitted by a State's laws which is imposed by a Licensing Authority or other
- 24 authority against a Licensee, including actions against an individual's License or
- 25 Compact Privilege such as revocation, suspension, probation, monitoring of the
- 26 Licensee, limitation on the Licensee's practice, or any other Encumbrance on
- 27 licensure affecting a Licensee authorization to practice.
- 28 C. "Alternative Program" means a non-disciplinary monitoring or practice remediation
- 29 process applicable to an Athletic Trainer approved by a State Licensing Authority
- 30 of a Member State in which the Athletic Trainer is licensed. This includes, but is not
- 31 limited to, programs to which Licensees with substance use, addiction, or mental
- 32 health conditions are referred in lieu of Adverse Action.
- 33 D. "Athletic Training" means the prevention, examination, assessment, treatment,
- 34 and rehabilitation of emergent, acute, or chronic injuries and medical conditions as
- 35 defined by applicable Member state laws and regulations.

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

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

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

8 H. "Charter Member State" means any Member State which enacted and made
9 effective this compact by law before the compact effective date specified herein.

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

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

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

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

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

24 1. Investigative Information that a Licensing Authority, after a preliminary
25 inquiry that includes notification and an opportunity for the subject Licensee
26 to respond, if required by State law, has reason to believe is not groundless
27 and, if proved true, would indicate more than a minor infraction; or

28 2. Investigative Information that indicates that the subject Licensee
29 represents an immediate threat to public health and safety regardless of
30 whether the subject Licensee has been notified and had an opportunity to
31 respond.

32 N. "Criminal Background Check" means the submission of fingerprints or other
33 biometric-based information for a License applicant for the purpose of obtaining
34 that applicant's criminal history record information, as defined in 28 C.F.R.

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

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

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

8 Q. "Executive Committee" means a group of commissioners elected or appointed to
9 act on behalf of, and within the powers granted to them by, the compact and
10 Commission.

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

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

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

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

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

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

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

27 Y. "Remote State" means a Member State other than the State of Qualifying
28 Licensure.

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

31 AA. "Scope of Practice" means the procedures, actions, and processes an Athletic
32 Trainer licensed in a State is permitted to undertake in that State and the
33 circumstances under which the Licensee is permitted to undertake those
34 procedures, actions, and processes. Such procedures, actions, and processes and
35 the circumstances under which they may be undertaken may be established

1 through means, including, but not limited to, statute, regulations, case law, and
2 other processes available to the State Licensing Authority or other government
3 agency. Scope of Practice shall include any State requirements regarding
4 supervision or direction, if required by such State and as further defined by such
5 State's statutes and regulations.

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

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

10 DD. "State of Qualifying Licensure" means the Member State who has issued a Compact
11 Qualifying License to a Licensee pursuant to this compact.

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

SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

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

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

22 4. Have a mechanism in place for receiving and investigating complaints about
23 Licensees;

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

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

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

32 8. Within a time frame established by Rule, implement or utilize procedures
33 for considering the criminal history records of applicants for a Compact
34 Qualifying License, which includes receiving the results of the Federal
35 Bureau of Investigation record search, and use those results in making

1 licensure decisions. These procedures shall include the submission of
2 fingerprints or other biometric-based information by applicants for the
3 purpose of obtaining an applicant's criminal history record information from
4 the Federal Bureau of Investigation and the agency responsible for retaining
5 that State's criminal records; and

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

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

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 renewal of a Compact
17 Privilege to applicants.

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

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

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

27 SECTION 4. COMPACT PRIVILEGE

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

32 1. Satisfy one of the following two pathways:

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

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

3 i. An education program which is either:

- 4 1. At least a bachelor's degree with a major course of study in
5 Athletic Training, or an equivalent course of study from a
6 college or university accredited at the time of graduation by
7 CAATE, or its successor organization;
- 8 2. An academic degree from a college or university in a foreign
9 country equivalent to the degree described in subparagraph
10 1 of this subsection with a major course of study as described
11 in subparagraph 1 of this subsection that is accredited by
12 CAATE, or its successor organization; or
- 13 3. The substantial equivalent of the foregoing which the
14 Commission may determine by Rule.

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

21 2. Hold a Compact Qualifying License;

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

24 4. Be eligible for a Compact Privilege in any Member State in accordance with
25 Section 4;

26 5. Notify the Compact Commission that the Licensee is seeking the Compact
27 Privilege within a Remote State(s);

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

29 7. Meet only the Continuing Competence requirements established by the
30 State of Qualifying Licensure;

31 8. Comply with any requirements of the State of Qualifying Licensure as set
32 forth in Section 3;

33 9. Meet any Jurisprudence Requirements established by the Remote State(s)
34 in which the Licensee is seeking a Compact Privilege; and

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

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

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

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

26 E. All Member State disciplinary orders that impose Adverse Action against a Compact
27 Qualifying License shall result in deactivation of the Licensee's Compact Privilege
28 in all Member States during the pendency of the order. If a Compact Qualifying
29 License is Encumbered, the Licensee shall lose the Compact Privilege in any Remote
30 State until the following occur:

- 31 1. The Compact Qualifying License is no longer Encumbered; and
- 32 2. The Licensee has not had any Encumbrance or restriction against any
33 License, Compact Qualifying License, or Compact Privilege within the
34 previous two years.

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

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

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

9 2. All fines have been paid; and

10 3. The Licensee has not had any Encumbrance or restriction against any
11 License or Compact Privilege within the previous two years.

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

14 SECTION 5: COMPACT QUALIFYING LICENSE

15 A. A Licensee may only designate one License as the Licensee's Compact Qualifying
16 License at a time. The procedures for such designation may be further defined by
17 Compact Commission Rule.

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

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

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

24 SECTION 6. ACTIVE MILITARY MEMBERS OR THEIR SPOUSES

25 An Active Military Member or the member's spouse shall not be required to pay a
26 fee to the Commission for a Compact Privilege. If a Member State chooses to charge a
27 Member State fee, it may choose to charge a reduced fee or no fee to an Active Military
28 Member or the member's spouse for a Compact Privilege.

29 SECTION 7. ADVERSE ACTIONS

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

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

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

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

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

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

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

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

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

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

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

30 H. Joint Investigations:

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

34 2. Member States shall share any Current Significant Investigative
35 Information, litigation, or compliance materials in furtherance of any joint

1 or individual investigation initiated under the compact. In sharing such
2 information between Member State Athletic Trainer Licensing Authorities,
3 all information obtained shall be kept confidential, except as otherwise
4 mutually agreed upon by the sharing and receiving Member State(s).

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

8 I. If a Member State takes Adverse Action, it shall promptly notify the administrator
9 of the Data System. The administrator of the Data System shall promptly notify all
10 Member States of any Adverse Actions by Remote States.

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

SECTION 8. ESTABLISHMENT AND OPERATION OF THE COMMISSION

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

22 B. Membership, Voting, and Meetings:

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

26 2. The Commissioner shall be an administrator or the administrator's
27 designated staff or current board member of the Licensing Authority.

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

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

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

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

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

- 7 1. Promulgate, adopt, and amend Rules and bylaws;
- 8 2. Establish code of conduct, confidentiality, and conflict of interest policies for
9 Commissioners;
- 10 3. Establish the fiscal year of the Compact Commission;
- 11 4. Maintain its financial records in accordance with the bylaws;
- 12 5. Purchase and maintain insurance and insurance bonds;
- 13 6. Accept or contract for services of personnel, including, but not limited to,
14 employees of a Member State;
- 15 7. Conduct a financial review or audit;
- 16 8. Hire employees, elect or appoint officers, fix compensation, define duties,
17 grant such individuals appropriate authority to carry out the purposes of the
18 Compact, and establish the Compact Commission's personnel policies and
19 programs relating to conflicts of interest, qualifications of personnel, and
20 other related personnel matters;
- 21 9. Enter into contracts or arrangements for the management of the affairs of
22 the Commission;
- 23 10. Assess and collect fees;
- 24 11. Accept any and all appropriate gifts, donations, grants of money, other
25 sources of revenue, equipment, supplies, materials, and services, and
26 receive, utilize, and dispose of the same; provided that at all times the
27 Compact Commission shall avoid any appearance of impropriety or conflict
28 of interest;
- 29 12. Lease, purchase, retain, own, hold, improve, invest, or use any property,
30 real, personal, or mixed, or any undivided interest therein;
- 31 13. Sell, convey, mortgage, pledge, lease, exchange, abandon, or otherwise
32 dispose of any property real, personal, or mixed;
- 33 14. Establish a budget and make expenditures;
- 34 15. Borrow and invest money;

- 1 16. Meet and take such actions as are consistent with the provisions of this
- 2 compact, the Compact Commission's Rules, and the bylaws;
- 3 17. Initiate and conclude legal proceedings or actions in the name of the
- 4 Compact Commission, provided that the standing of any Licensing Authority
- 5 to sue or be sued under applicable law shall not be affected;
- 6 18. Maintain and certify records and information provided to a Member State as
- 7 the authenticated business records of the Compact Commission, and
- 8 designate an agent to do so on the Compact Commission's behalf;
- 9 19. Provide and receive information from, and cooperate with, law enforcement
- 10 agencies;
- 11 20. Determine whether a State's adopted language is materially different from
- 12 the Model Compact Language such that the State would not qualify for
- 13 participation in the compact;
- 14 21. Establish and elect an Executive Committee, including a chair and a vice
- 15 chair, secretary, treasurer, and such other offices as the Commission shall
- 16 establish by Rule or bylaw;
- 17 22. Appoint committees, including standing committees, composed of Member
- 18 State Commissioners, State regulators, State legislators or their
- 19 representatives, consumer representatives, and such other interested
- 20 persons as may be designated in this compact and the bylaws; and
- 21 23. Perform such other functions as may be necessary or appropriate to achieve
- 22 the purposes of this compact.

23 D. The Executive Committee:

- 24 1. The Executive Committee shall have the power to act on behalf of the
- 25 Compact Commission according to the terms of this compact. The powers,
- 26 duties, and responsibilities of the Executive Committee shall include:
- 27 a. Exercise the powers and duties of the Compact Commission during
- 28 the interim between Compact Commission meetings, except for
- 29 adopting or amending Rules, adopting or amending bylaws, and
- 30 exercising any other powers and duties expressly reserved to the
- 31 Compact Commission by Rule or bylaw;
- 32 b. Oversee the day-to-day activities of the administration of the
- 33 Compact including enforcement and compliance with the provisions
- 34 of the Compact, its Rules and bylaws, and other such duties as
- 35 deemed necessary;

- 1 c. Recommend to the Compact Commission changes to the Rules or
2 bylaws, changes to this compact legislation, fees charged to
3 Compact Member States, fees charged to Licensees, and other fees;
4 d. Ensure compact administration services are appropriately provided,
5 including by contract;
6 e. Prepare and recommend the budget;
7 f. Maintain financial records on behalf of the Compact Commission;
8 g. Monitor compact compliance of Member States and provide
9 compliance reports to the Compact Commission;
10 h. Establish additional committees as necessary; and
11 i. Other duties as provided in the Rules or bylaws of the Compact
12 Commission.
- 13 2. The Executive Committee shall be composed of five voting members,
14 elected by the Compact Commission:
 - 15 a. The chair and vice chair of the Compact Commission shall be voting
16 members of the Executive Committee;
 - 17 b. The Compact Commission shall elect up to three additional voting
18 members from the current membership of the Compact Commission
19 to include the offices of treasurer, secretary, and one member-at-
20 large; and
 - 21 c. Up to four ex-officio, nonvoting members from recognized national
22 athletic trainer organizations.
- 23 3. The Compact Commission may remove any member of the Executive
24 Committee as provided in the Compact Commission's bylaws.
- 25 4. The Executive Committee shall meet at least annually:
 - 26 a. Executive Committee meetings shall be open to the public, except
27 that the Executive Committee may meet in a closed, non-public
28 meeting as provided in this section.
 - 29 b. The Executive Committee shall give advance notice of its meetings,
30 posted on its website and as determined by rule or bylaw, to provide
31 notice to persons with an interest in the business of the Compact
32 Commission.
 - 33 c. The Executive Committee may hold a special meeting in accordance
34 with this section.

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

3 F. Meetings of the Compact Commission:

4 1. All meetings shall be open to the public, except that the Compact
5 Commission may meet in a closed, non-public meeting as provided in this
6 section.

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

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

17 4. The Compact Commission or the Executive Committee or other committees
18 of the Compact Commission may convene in a closed, non-public meeting
19 for the Compact Commission or Executive Committee or other committees
20 of the Compact Commission to receive legal advice or to discuss:

- 21 a. Non-compliance of a Member State with its obligations under the
22 Compact;
- 23 b. The employment, compensation, discipline, or other matters,
24 practices, or procedures related to specific employees;
- 25 c. Current or threatened discipline of a Licensee by a Member State's
26 Licensing Authority;
- 27 d. Current, threatened, or reasonably anticipated litigation;
- 28 e. Negotiation of contracts for the purchase, lease, or sale of goods,
29 services, or real estate;
- 30 f. Accusing any person of a crime or formally censuring any person;
- 31 g. Trade secrets or commercial or financial information that is
32 privileged or confidential;
- 33 h. Information of a personal nature where disclosure would constitute
34 a clearly unwarranted invasion of personal privacy;
- 35 i. Investigative records compiled for law enforcement purposes;

- 1 j. Information related to any investigative reports prepared by or on
2 behalf of or for use of the Compact Commission or other committee
3 charged with responsibility of investigation or determination of
4 compliance issues pursuant to the compact;
- 5 k. Matters specifically exempted from disclosure by federal or Member
6 State law; or
- 7 l. Other matters as specified in Rules of the Compact Commission.
- 8 5. If a meeting, or portion of a meeting, is closed, the Compact Commission's
9 legal counsel or designee shall certify that the meeting will be closed and
10 reference each relevant exempting provision, and such reference shall be
11 recorded in the minutes. All minutes and documents of a closed meeting
12 shall remain under seal, subject to release only by a majority vote of the
13 Compact Commission or order of a court of competent jurisdiction.

14 G. Financing of the Compact Commission:

- 15 1. The Compact Commission shall pay, or provide for the payment of, the
16 reasonable expenses of its establishment, organization, and ongoing
17 activities.
- 18 2. The Compact Commission may accept any and all appropriate revenue
19 sources as provided in this section.
- 20 3. The Compact Commission may levy on and collect an annual assessment
21 from each Member State and impose fees on Licensees of Member States
22 to whom it grants a Compact Privilege to cover the cost of the operations
23 and activities of the Compact Commission and its staff, which must be in a
24 total amount sufficient to cover its annual budget as approved each year
25 for which revenue is not provided by other sources. The aggregate annual
26 assessment amount for Member States shall be allocated based upon a
27 formula that the Compact Commission shall promulgate by Rule.
- 28 4. The Compact Commission shall not incur obligations of any kind prior to
29 securing the funds or a loan adequate to meet the same; nor shall the
30 Compact Commission pledge the credit of any of the Member States, except
31 by and with the authority of the Member State.
- 32 5. The Compact Commission shall keep accurate accounts of all receipts and
33 disbursements. The receipts and disbursements of the Compact
34 Commission shall be subject to the financial review or audit and accounting
35 procedures established under its bylaws. However, all receipts and

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

5 H. Qualified Immunity, Defense, and Indemnification:

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

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

31 3. The Compact Commission shall indemnify and hold harmless any member,
32 officer, executive director, employee, and representative of the Compact
33 Commission for the amount of any settlement or judgment obtained against
34 that person arising out of any actual or alleged act, error, or omission that
35 occurred within the scope of Compact Commission employment, duties, or

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

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

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

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

SECTION 9. DATA SYSTEM

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

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

25 1. Personally identifying information;
26 2. Licensure data;
27 3. Adverse Actions against a Licensee, License applicant, or Compact Privilege
28 and information related thereto;
29 4. Non-confidential information related to Alternative Program participation,
30 the beginning and ending dates of such participation, and other information
31 related to such participation;
32 5. Any denial of an application for licensure, and the reason(s) for such denial,
33 excluding the reporting of any criminal history record information where
34 prohibited by law;

- 6. A binary determination regarding the presence of Current Significant Investigative Information; and
- 7. Other information that may facilitate the administration of this compact or the protection of the public, as determined by the Rules of the Commission.

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

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

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

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

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

SECTION 10. RULEMAKING

- A. The Compact Commission shall promulgate reasonable Rules in order to effectively and efficiently implement and administer the purposes and provisions of the Compact. A Rule shall be invalid and have no force or effect only if a court of competent jurisdiction holds that the Rule is invalid because the Compact Commission exercised its rulemaking authority in a manner that is beyond the scope and purposes of the Compact, or the powers granted hereunder, or based upon another applicable standard of review.
- B. The Rules of the Compact Commission shall have the force of law in each Member State, provided however that where the Rules conflict with the laws or regulations of a Member State that relate to the Scope of Practice a Licensed Athletic Trainer is permitted to undertake in that State and the circumstances under which they may do so, as held by a court of competent jurisdiction, the Rules of the Compact Commission shall be ineffective in that State to the extent of the conflict.

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

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

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

10 F. Prior to adoption of a proposed Rule, the Compact Commission shall hold a public
11 hearing and allow persons to provide oral and written comments, data, facts,
12 opinions, and arguments. At least thirty days in advance of the public hearing on
13 the proposed Rule, the Compact Commission shall provide a notice of proposed
14 rulemaking:

15 1. On the website of the Compact Commission or other publicly accessible
16 platform;

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

19 3. In such other way(s) as the Compact Commission may by Rule specify.

20 G. The notice of proposed rulemaking shall include:

21 1. The time, date, and location of the public hearing at which the Compact
22 Commission will hear public comments on the proposed Rule and, if
23 different, the time, date, and location of the meeting where the Compact
24 Commission will consider and vote on the proposed Rule;

25 2. If the hearing is held via telecommunication, video conference, or other
26 electronic means, the mechanism for access to the hearing in the notice of
27 proposed rulemaking;

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

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

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

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

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

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

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

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

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

16 K. Upon determination that an emergency exists, the Compact 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 provided
19 in the compact and in this section shall be retroactively applied to the Rule as soon
20 as reasonably possible, in no event later than ninety days after the effective date
21 of the Rule. For the purposes of this provision, an emergency Rule is one that must
22 be adopted immediately in order to:

23 1. Meet an imminent threat to public health, safety, or welfare;
24 2. Prevent a loss of Compact Commission or Member State funds;
25 3. Meet a deadline for the promulgation of a Rule that is established by federal
26 law or rule; or
27 4. Protect public health and safety.

28 L. The Compact Commission or an authorized committee of the Compact Commission
29 may direct revisions to a previously adopted Rule for purposes of correcting
30 typographical errors, errors in format, errors in consistency, or grammatical errors.
31 Public notice of any revisions shall be posted on the website of the Compact
32 Commission. The revision shall be subject to challenge by any person for a period
33 of thirty days after posting. The revision may be challenged only on grounds that
34 the revision results in a material change to a Rule. A challenge shall be made in
35 writing and delivered to the Compact Commission prior to the end of the notice

1 period. If no challenge is made, the revision will take effect without further action.
2 If the revision is challenged, the revision may not take effect without the approval
3 of the Compact Commission.

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

5 SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

6 A. Oversight:

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

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

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

25 B. Default, Technical Assistance, and Termination:

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

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

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

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

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

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

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

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

28 I. Dispute Resolution:

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

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

34 J. Enforcement:

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

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

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

SECTION 12. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

23. 1. On or after the effective date of the compact, the Compact Commission
24. shall convene and review the enactment of each of the first seven Member
25. States ("Charter Member States") to determine if the statute enacted and
26. made effective by each such Charter Member State is materially different
27. than the model compact statute.

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

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

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

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

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

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

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

21 2. Withdrawal shall not affect the continuing requirement of the withdrawing
22 State's Licensing Authority to comply with the investigative and Adverse
23 Action reporting requirements of this compact prior to the effective date of
24 withdrawal.

25 3. Upon the enactment of a statute withdrawing from this compact, a State
26 shall immediately provide notice of such withdrawal to all Licensees and
27 privilege holders within that State. Notwithstanding any subsequent
28 statutory enactment to the contrary, such withdrawing State shall continue
29 to recognize all Compact Privileges granted pursuant to this compact for a
30 minimum of one hundred eighty days after the date of such notice of
31 withdrawal.

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

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

4 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

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

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

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

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

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

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