
THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 1312 Session of
2026

INTRODUCED BY BAKER, BROWN, J. WARD, SANTARSIERO, PENNYCUICK,
COMITTA, COLLETT, FLYNN, VOGEL, CAPPELLETTI, ARGALL AND YAW,
APRIL 29, 2026

REFERRED TO CONSUMER PROTECTION AND PROFESSIONAL LICENSURE,
APRIL 29, 2026

AN ACT

1 Authorizing the Commonwealth of Pennsylvania to join the
2 Athletic Trainer Interstate Compact; providing for the form
3 of the compact; and imposing additional powers and duties on
4 the Governor and the Secretary of the Commonwealth.

5 The General Assembly of the Commonwealth of Pennsylvania
6 hereby enacts as follows:

7 Section 1. Short title.

8 This act shall be known and may be cited as the Athletic
9 Trainer Interstate Compact Act.

10 Section 2. Authority to execute compact.

11 The Governor of Pennsylvania, on behalf of this State, is
12 hereby authorized to execute a compact in substantially the
13 following form with any one or more of the states of the United
14 States and the General Assembly hereby signifies in advance its
15 approval and ratification of the compact:

16 ATHLETIC TRAINER COMPACT

17 SECTION 1. TITLE AND PURPOSE

18 This statute shall be known and cited as the Athletic Trainer

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

7 This compact is designed to achieve the following objectives:

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

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

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

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

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

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

24 G. Support relocating Active Military Members and their
25 spouses;

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

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

30 J. Support the uniformity of Licensed Athletic Trainer

1 licensure requirements throughout the States;

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

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

9 SECTION 2. DEFINITIONS

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

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

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

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

30 D. "Athletic Training" means the prevention, examination,

1 assessment, treatment and rehabilitation of emergent, acute, or
2 chronic injuries and medical conditions as defined by applicable
3 Member State laws and regulations.

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

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

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

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

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

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

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

28 L. "Continuing Competence" means a requirement, as a
29 condition of License renewal, to provide evidence of successful
30 participation, and completion of, educational and professional

1 activities relevant to practice or area of work. For purposes of
2 this compact, evidence of active BOC certification may satisfy
3 the meaning of Continuing Competence as set forth herein.

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

6 1. Investigative Information that a Licensing Authority,
7 after a preliminary inquiry that includes notification and an
8 opportunity for the subject Licensee to respond, if required
9 by State law, has reason to believe is not groundless and, if
10 proven true, would indicate more than a minor infraction; or

11 2. Investigative Information that indicates that the
12 subject Licensee represents an immediate threat to public
13 health and safety regardless of whether the subject Licensee
14 has been notified and had an opportunity to respond.

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

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

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

29 Q. "Executive Committee" means a group of commissioners
30 elected or appointed to act on behalf of, and within the powers

1 granted to them by, the compact and Commission.

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

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

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

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

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

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

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

23 Y. "Remote State" means a Member State other than the State
24 of Qualifying Licensure.

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

27 AA. "Scope of Practice" means the procedures, actions, and
28 processes an Athletic Trainer licensed in a State is permitted
29 to undertake in that State and the circumstances under which the
30 Licensee is permitted to undertake those procedures, actions and

1 processes. Such procedures, actions and processes and the
2 circumstances under which they may be undertaken may be
3 established through means, including, but not limited to,
4 statute, regulations, case law, and other processes available to
5 the State Licensing Authority or other government agency. Scope
6 of Practice shall include any State requirements regarding
7 supervision or direction, if required by such State and as
8 further defined by such State's statutes and regulations.

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

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

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

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

19 SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

24 2. License and regulate the practice of Athletic
25 Training;

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

29 4. Have a mechanism in place for receiving and
30 investigating complaints about Licensees;

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

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

8 7. Notify the Compact Commission, in compliance with the
9 terms of the Compact and Rules, of any Adverse Action or the
10 availability of Current Significant Investigative Information
11 regarding a Licensee;

12 8. Within a time frame established by Rule, implement or
13 utilize procedures for considering the criminal history
14 records of applicants for a Compact Qualifying License which
15 includes receiving the results of the Federal Bureau of
16 Investigation record search and shall use those results in
17 making licensure decisions. These procedures shall include
18 the submission of fingerprints or other biometric-based
19 information by applicants for the purpose of obtaining an
20 applicant's criminal history record information from the
21 Federal Bureau of Investigation and the agency responsible
22 for retaining that State's criminal records; and

23 a. A Member State must fully implement a Criminal
24 Background Check requirement in order to participate in
25 the issuance and acceptance of Compact Privileges.

26 b. Communication between a Member State and the
27 Compact Commission or among Member States regarding the
28 verification of eligibility for licensure through the
29 compact shall not include any information received from
30 the Federal Bureau of Investigation relating to a federal

1 criminal records check performed by a Member State.

2 9. Comply with and enforce the Rules of the Compact
3 Commission.

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

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

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

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

17 SECTION 4. COMPACT PRIVILEGE

18 A. To be eligible for a Compact Privilege under the terms
19 and provisions of the compact, the Licensee shall complete a
20 Criminal Background Check performed by the Licensing Authority
21 in the State of Qualifying Licensure prior to entry in the
22 compact and shall:

23 1. Satisfy one of the following two pathways:

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

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

28 i. An education program which is either:

29 1. At least a bachelor's degree with a major
30 course of study in Athletic Training, or an

1 equivalent course of study from a college or
2 university accredited at the time of graduation
3 by CAATE, or its successor organization;

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

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

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

21 2. Hold a Compact Qualifying License;

22 3. Have not had any Encumbrance against any license or
23 Compact Privilege to practice Athletic Training within the
24 previous two (2) years;

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

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

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

1 7. Meet only the Continuing Competence requirements
2 established by the State of Qualifying Licensure;

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

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

8 10. Report to the Compact Commission any Adverse Action,
9 Encumbrance, or restriction on a license taken by any non-
10 Member State within 30 days from the date the action is
11 taken.

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

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

29 D. A Licensee engaging in the practice of Athletic Training
30 in a Remote State is subject to that State's regulatory

1 authority. A Remote State may, in accordance with due process
2 and that State's laws, remove a Licensee's Compact Privilege in
3 the Remote State for a specific period of time, impose fines, or
4 take any other necessary actions to protect the health and
5 safety of its citizens. Any Member State which undertakes such
6 an action shall promptly notify the Member State and the
7 Commission as specified in the Rules. The Licensee may be deemed
8 to be ineligible to exercise the Compact Privilege by any Member
9 State until the specific time for removal has passed and all
10 fines are paid.

11 E. All Member State disciplinary orders that impose Adverse
12 Action against a Compact Qualifying License shall result in
13 deactivation of the Licensee's Compact Privilege in all Member
14 States during the pendency of the order. If a Compact Qualifying
15 License is Encumbered, the Licensee shall lose the Compact
16 Privilege in any Remote State until the following occur:

- 17 1. The Compact Qualifying License is no longer
18 Encumbered; and
- 19 2. The Licensee has not had any Encumbrance or
20 restriction against any License, Compact Qualifying License
21 or Compact Privilege within the previous two (2) years.

22 F. Once an Encumbered License is restored to good standing
23 as a Compact Qualifying License (as certified by the Licensing
24 Authority), the Licensee must meet the requirements of this
25 section to obtain a Compact Privilege in any Remote State.

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

- 30 1. The specific period of time for which the Compact

1 Privilege was removed has ended;

2 2. All fines have been paid; and

3 3. Have not had any Encumbrance or restriction against
4 any License or Compact Privilege within the previous two (2)
5 years.

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

9 SECTION 5. COMPACT QUALIFYING LICENSE

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

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

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

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

21 SECTION 6. ACTIVE MILITARY MEMBER OF THEIR SPOUSES

22 An Active Military Member or their spouse shall not be
23 required to pay a fee to the Commission for a Compact Privilege.
24 If a Member State chooses to charge a Member State fee, it may
25 choose to charge a reduced fee or no fee to an Active Military
26 Member or their spouse for a Compact Privilege.

27 SECTION 7. ADVERSE ACTIONS

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

1 that Member State.

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

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

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

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

14 2. Issue subpoenas for both hearings and investigations
15 that require the attendance and testimony of witnesses as
16 well as the production of evidence.

17 a. Subpoenas may be issued by a Member State
18 Athletic Training Licensing Authority for the attendance
19 and testimony of witnesses and the production of
20 evidence.

21 b. A Member State which issues a subpoena may
22 request service of that subpoena by another Member State.
23 The Member State receiving the request to serve a
24 subpoena shall serve the subpoena if it is deemed
25 enforceable by a court of competent jurisdiction
26 according to the practice and procedure in the receiving
27 Member State.

28 c. The issuing authority shall pay any witness fees,
29 travel expenses, mileage, and other fees required by the
30 service statutes of the State where the witnesses or

1 evidence are located.

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

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

12 G. Joint Investigations:

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

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

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

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

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

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

8 SECTION 8. ESTABLISHMENT AND OPERATION OF THE COMMISSION

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

17 B. Membership, Voting, and Meetings

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

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

25 3. The Compact Commission may recommend removal or
26 suspension of any Commissioner from office.

27 4. A Member State's Licensing Authority shall fill any
28 vacancy of its Commissioner occurring on the Compact
29 Commission within 60 days of the vacancy.

30 5. Each Commissioner shall be entitled to one vote on

1 all matters before the Compact Commission requiring a vote by
2 the Commissioners.

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

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

- 11 1. Promulgate, adopt, and amend Rules and bylaws;
- 12 2. Establish code of conduct, confidentiality, and
13 conflict of interest policies for Commissioners;
- 14 3. Establish the fiscal year of the Compact Commission;
- 15 4. Maintain its financial records in accordance with the
16 bylaws;
- 17 5. Purchase and maintain insurance and insurance bonds;
- 18 6. Accept, or contract for services of personnel,
19 including, but not limited to, employees of a Member State;
- 20 7. Conduct a financial review or audit;
- 21 8. Hire employees, elect or appoint officers, fix
22 compensation, define duties, grant such individuals
23 appropriate authority to carry out the purposes of the
24 Compact, and establish the Compact Commission's personnel
25 policies and programs relating to conflicts of interest,
26 qualifications of personnel, and other related personnel
27 matters;
- 28 9. Enter into contracts or arrangements for the
29 management of the affairs of the Commission;
- 30 10. Assess and collect fees;

1 11. Accept any and all appropriate gifts, donations,
2 grants of money, other sources of revenue, equipment,
3 supplies, materials, and services, and receive, utilize, and
4 dispose of the same; provided that at all times the Compact
5 Commission shall avoid any appearance of impropriety or
6 conflict of interest;

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

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

13 14. Establish a budget and make expenditures;

14 15. Borrow and invest money;

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

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

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

26 19. Provide and receive information from, and cooperate
27 with, law enforcement agencies;

28 20. Determine whether a State's adopted language is
29 materially different from the Model Compact Language such
30 that the State would not qualify for participation in the

1 compact;

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

6 22. Appoint committees, including standing committees,
7 composed of Member State Commissioners, State regulators,
8 State legislators or their representatives, and consumer
9 representatives, and such other interested persons as may be
10 designated in this compact and the bylaws; and

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

13 D. The Executive Committee

14 1. The Executive Committee shall have the power to act
15 on behalf of the Compact Commission according to the terms of
16 this compact. The powers, duties, and responsibilities of the
17 Executive Committee shall include:

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

24 b. Oversee the day-to-day activities of the
25 administration of the Compact including enforcement and
26 compliance with the provisions of the Compact, its Rules
27 and bylaws, and other such duties as deemed necessary;

28 c. Recommend to the Compact Commission changes to
29 the Rules or bylaws, changes to this compact legislation,
30 fees charged to Compact Member States, fees charged to

1 Licensees, and other fees;

2 d. Ensure compact administration services are
3 appropriately provided, including by contract;

4 e. Prepare and recommend the budget;

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

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

9 h. Establish additional committees as necessary; and

10 i. Other duties as provided in the Rules or bylaws
11 of the Compact Commission.

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

14 a. The chair and vice chair of the Compact
15 Commission, shall be voting members of the Executive
16 Committee;

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

21 c. Up to four (4) ex-officio, nonvoting members from
22 recognized national athletic trainer organizations.

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

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

27 a. Executive Committee meetings shall be open to the
28 public, except that the Executive Committee may meet in a
29 closed, non-public meeting as provided in this section.

30 b. The Executive Committee shall give advance notice

1 of its meetings, posted on its website and as determined
2 by rule or bylaw to provide notice to persons with an
3 interest in the business of the Compact Commission.

4 c. The Executive Committee may hold a special
5 meeting in accordance with this section.

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

8 F. Meetings of the Compact Commission:

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

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

17 3. The Compact Commission may hold a special meeting
18 when it must meet to conduct emergency business by giving 24
19 hours' notice to all Commissioners, on the Compact
20 Commission's website, and other means as provided in the
21 Compact Commission's Rules. The Compact Commission's legal
22 counsel shall certify that the Compact Commission's need to
23 meet qualifies as an emergency.

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

29 a. Non-compliance of a Member State with its
30 obligations under the Compact;

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

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

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

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

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

12 g. Trade secrets or commercial or financial
13 information that is privileged or confidential;

14 h. Information of a personal nature where disclosure
15 would constitute a clearly unwarranted invasion of
16 personal privacy;

17 i. Investigative records compiled for law
18 enforcement purposes;

19 j. Information related to any investigative reports
20 prepared by or on behalf of or for use of the Compact
21 Commission or other committee charged with responsibility
22 of investigation or determination of compliance issues
23 pursuant to the compact;

24 k. Matters specifically exempted from disclosure by
25 federal or Member State law; or

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

28 5. If a meeting, or portion of a meeting, is closed, the
29 Compact Commission's legal counsel or designee shall certify
30 that the meeting will be closed and reference each relevant

1 exempting provision, and such reference shall be recorded in
2 the minutes. All minutes and documents of a closed meeting
3 shall remain under seal, subject to release only by a
4 majority vote of the Compact Commission or order of a court
5 of competent jurisdiction.

6 G. Financing of the Compact Commission:

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

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

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

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

27 5. The Compact Commission shall keep accurate accounts
28 of all receipts and disbursements. The receipts and
29 disbursements of the Compact Commission shall be subject to
30 the financial review or audit and accounting procedures

1 established under its bylaws. However, all receipts and
2 disbursements of funds handled by the Compact Commission
3 shall be subject to an annual financial review or audit by a
4 certified or licensed public accountant, and the report of
5 the financial review or audit shall be included in and become
6 part of the annual report of the Compact Commission.

7 H. Qualified Immunity, Defense, and Indemnification:

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

24 2. The Compact Commission shall defend any member,
25 officer, executive director, employee, and representative of
26 the Compact Commission in any civil action seeking to impose
27 liability arising out of any actual or alleged act, error, or
28 omission that occurred within the scope of Compact Commission
29 employment, duties, or responsibilities, or as determined by
30 the Compact Commission that the person against whom the claim

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

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

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

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

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

1 Compact Commission.

2 SECTION 9. DATA SYSTEM

3 A. The Commission shall provide for the development,
4 maintenance, operation, and utilization of a coordinated Data
5 System and reporting system containing licensure, Compact
6 Privileges, Adverse Action, and the presence of Current
7 Significant Investigative Information on all Licensees and
8 applicants for a License in Member States.

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

- 14 1. Personally identifying information;
- 15 2. Licensure data;
- 16 3. Adverse Actions against a Licensee, License applicant
17 or Compact Privilege and information related thereto;
- 18 4. Non-confidential information related to Alternative
19 Program participation, the beginning and ending dates of such
20 participation, and other information related to such
21 participation;
- 22 5. Any denial of an application for licensure, and the
23 reason(s) for such denial, (excluding the reporting of any
24 criminal history record information where prohibited by law);
- 25 6. A binary determination regarding the presence of
26 Current Significant Investigative Information; and
- 27 7. Other information that may facilitate the
28 administration of this compact or the protection of the
29 public, as determined by the Rules of the Commission.

30 C. The records and information provided to a Member State

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

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

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

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

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

22 SECTION 10. RULEMAKING

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

1 review.

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

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

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

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

23 F. Prior to adoption of a proposed Rule, the Compact
24 Commission shall hold a public hearing and allow persons to
25 provide oral and written comments, data, facts, opinions, and
26 arguments. At least thirty (30) days in advance of the public
27 hearing on the proposed Rule, the Compact Commission shall
28 provide a notice of proposed rulemaking:

29 1. On the website of the Compact Commission or other
30 publicly accessible platform;

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

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

5 G. The notice of proposed rulemaking shall include:

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

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

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

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

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

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

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

29 J. The Compact Commission shall, by majority vote of all
30 members, take final action on the proposed Rule based on the

1 rulemaking record and the full text of the Rule.

2 1. The Compact Commission may adopt changes to the
3 proposed Rule provided the changes do not enlarge the
4 original purpose of the proposed Rule.

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

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

14 K. Upon determination that an emergency exists, the Compact
15 Commission may consider and adopt an emergency Rule with 24
16 hours' notice, with opportunity to comment, provided that the
17 usual rulemaking procedures provided in the compact and in this
18 section shall be retroactively applied to the Rule as soon as
19 reasonably possible, in no event later than ninety (90) days
20 after the effective date of the Rule. For the purposes of this
21 provision, an emergency Rule is one that must be adopted
22 immediately in order to:

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

25 2. Prevent a loss of Compact Commission or Member State
26 funds;

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

29 4. Protect public health and safety.

30 L. The Compact Commission or an authorized committee of the

1 Compact Commission may direct revisions to a previously adopted
2 Rule for purposes of correcting typographical errors, errors in
3 format, errors in consistency, or grammatical errors. Public
4 notice of any revisions shall be posted on the website of the
5 Compact Commission. The revision shall be subject to challenge
6 by any person for a period of thirty (30) days after posting.
7 The revision may be challenged only on grounds that the revision
8 results in a material change to a Rule. A challenge shall be
9 made in writing and delivered to the Compact Commission prior to
10 the end of the notice period. If no challenge is made, the
11 revision will take effect without further action. If the
12 revision is challenged, the revision may not take effect without
13 the approval of the Compact Commission.

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

16 SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

17 A. Oversight:

18 1. The executive and judicial branches of State
19 government in each Member State shall enforce this compact
20 and take all actions necessary and appropriate to implement
21 the compact.

22 2. Except as otherwise provided in this compact, venue
23 is proper and judicial proceedings by or against the Compact
24 Commission shall be brought solely and exclusively in a court
25 of competent jurisdiction where the principal office of the
26 Compact Commission is located. The Compact Commission may
27 waive venue and jurisdictional defenses to the extent it
28 adopts or consents to participate in alternative dispute
29 resolution proceedings. Nothing herein shall affect or limit
30 the selection or propriety of venue in any action against a

1 Licensee for professional malpractice, misconduct or any such
2 similar matter.

3 3. The Compact Commission shall be entitled to receive
4 service of process in any proceeding regarding the
5 enforcement or interpretation of the compact and shall have
6 standing to intervene in such a proceeding for all purposes.
7 Failure to provide the Compact Commission service of process
8 shall render a judgment or order void as to the Compact
9 Commission, this Compact, or promulgated Rules.

10 B. Default, Technical Assistance, and Termination:

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

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

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

30 D. Termination of membership in the compact shall be imposed

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

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

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

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

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

27 I. Dispute Resolution:

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

1 non-Member States.

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

5 J. Enforcement:

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

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

30 3. No person other than a Member State shall enforce

1 this compact against the Compact Commission.

2 SECTION 12. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

6 1. On or after the effective date of the compact, the
7 Compact Commission shall convene and review the enactment of
8 each of the first seven Member States ("Charter Member
9 States") to determine if the statute enacted and made
10 effective by each such Charter Member State is materially
11 different than the model compact statute.

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

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

21 2. Member States enacting the compact subsequent to the
22 seven initial Charter Member States shall be subject to the
23 process set forth in this section to determine if their
24 enactments are materially different from the model Compact
25 statute and whether they qualify for participation in the
26 Compact.

27 3. All actions taken for the benefit of the Compact
28 Commission or in furtherance of the purposes of the
29 administration of the compact prior to the effective date of
30 the compact or the Compact Commission coming into existence

1 shall be considered to be actions of the Compact Commission
2 unless specifically repudiated by the Compact Commission.

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

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

12 1. A Member State's withdrawal shall not take effect
13 until 180 days after enactment of the repealing statute.

14 2. Withdrawal shall not affect the continuing
15 requirement of the withdrawing State's Licensing Authority to
16 comply with the investigative and Adverse Action reporting
17 requirements of this compact prior to the effective date of
18 withdrawal.

19 3. Upon the enactment of a statute withdrawing from this
20 compact, a State shall immediately provide notice of such
21 withdrawal to all Licensees and privilege holders within that
22 State. Notwithstanding any subsequent statutory enactment to
23 the contrary, such withdrawing State shall continue to
24 recognize all Compact Privileges granted pursuant to this
25 compact for a minimum of 180 days after the date of such
26 notice of withdrawal.

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

1 this compact.

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

6 SECTION 13. CONSTRUCTION AND SEVERABILITY

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

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

24 C. Notwithstanding the foregoing, the Compact Commission may
25 deny a State's participation in the compact or terminate a
26 Member State's participation in the Compact if it determines
27 that a constitutional requirement of a Member State is a
28 material departure from the Compact. Otherwise, if this compact
29 shall be held to be contrary to the constitution of any Member
30 State, the Compact shall remain in full force and effect as to

1 the remaining Member States and in full force and effect as to
2 the Member State affected as to all severable matters.

3 SECTION 14. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE
4 LAWS

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

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

11 C. All permissible agreements between the Compact Commission
12 and the Member States are binding in accordance with their
13 terms.

14 Section 3. When and how compact becomes operative.

15 (a) Conditions.--When the Governor executes the compact on
16 behalf of this State, files a verified copy with the Secretary
17 of the Commonwealth and the compact is ratified in accordance
18 with section 12 of the compact, the compact becomes operative
19 and effective between this State and the other state or states.
20 The Governor may take action necessary to complete the exchange
21 of official documents between this State and any other state
22 ratifying the compact.

23 (b) Notice in Pennsylvania Bulletin.--The Secretary of the
24 Commonwealth shall transmit notice to the Legislative Reference
25 Bureau for publication in the next available issue of the
26 Pennsylvania Bulletin when the conditions in subsection (a) are
27 satisfied and shall include in the notice the date on which the
28 compact became effective and operative between this State and
29 any other state or states in accordance with this act.

30 Section 4. Compensation and expenses of compact administrator.

1 The compact administrator who represents this State, as
2 provided for in the compact, may not receive any additional
3 compensation for performing the duties and responsibilities as
4 compact administrator, but shall be entitled to reimbursement
5 for reasonable expenses actually incurred in connection with the
6 duties and responsibilities as compact administrator in the same
7 manner as for expenses incurred in connection with other duties
8 and responsibilities of the individual's office or employment.
9 Section 5. Effective date.

10 This act shall take effect in 60 days.