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Senator Roegner

Cosponsors: Senators Johnson, Huffman, Ingram, Cirino, DeMora, Gavarone, Hicks-Hudson, Lang, Liston, O'Brien, Patton, Reineke, Reynolds, Romanchuk, Schaffer, Timken, Weinstein, Wilkin

To enact sections 4755.72 and 4755.721 of the Revised Code to enter into the Athletic Trainer Compact.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:

Section 1. That sections 4755.72 and 4755.721 of the Revised Code be enacted to read as follows:

Sec. 4755.72. 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 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;

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

G. Support relocating Active Military Members and their spouses;

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

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

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

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

L. Require adherence to the Model Compact Language in

order to promote uniformity and ensure that all Member States have accepted and are mutually obligated to the same terms.

SECTION 2. DEFINITIONS

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

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

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

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

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

E. "Athletic Trainer Compact Commission" or "Compact Commission" means the government agency whose membership

consists of all States that have enacted this compact, as described herein and which shall operate as an instrumentality of the Member States to administer and implement the compact according to its terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R. "Investigative Information" means information, records,

and documents received or generated by a Licensing Authority pursuant to an investigation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. STATE PARTICIPATION IN THE COMPACT

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

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

2. License and regulate the practice of Athletic Training;

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

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

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

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

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

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

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

b. Communication between a Member State and the Compact Commission or among Member States regarding the verification of eligibility for licensure through the compact shall not include

any information received from the Federal Bureau of Investigation relating to a federal criminal records check performed by a Member State.

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

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

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

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

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

SECTION 4. COMPACT PRIVILEGE

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

1. Satisfy one of the following two pathways:

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

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

i. An education program which is either:

1. At least a bachelor's degree with a major course of study in Athletic Training, or an equivalent course of study from a college or university accredited at the time of graduation by CAATE, or its successor organization;

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

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

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

2. Hold a Compact Qualifying License;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. If a Licensee's Compact Privilege in any Remote State is removed, that Licensee may also lose the Compact Privilege in

other Remote States, as each Member State shall determine in its sole authority, until the following occur:

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

2. All fines have been paid; and

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

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

SECTION 5. COMPACT QUALIFYING LICENSE

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

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

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

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

SECTION 6. ACTIVE MILITARY MEMBER OR THEIR SPOUSES

An Active Military Member or their spouse shall not be required to pay a fee to the Commission for a Compact Privilege. If a Member State chooses to charge a Member State fee, it may

choose to charge a reduced fee or no fee to an Active Military Member or their spouse for a Compact Privilege.

SECTION 7. ADVERSE ACTIONS

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

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

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

D. A Remote State shall have the authority to:

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

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

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

b. A Member State which issues a subpoena may request service of that subpoena by another Member State. The Member State receiving the request to serve a subpoena shall serve the

subpoena if it is deemed enforceable by a court of competent jurisdiction according to the practice and procedure in the receiving Member State.

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

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

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

H. Joint Investigations:

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

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

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

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

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

SECTION 8. ESTABLISHMENT AND OPERATION OF THE COMMISSION

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

B. Membership, Voting, and Meetings

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

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

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

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

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

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

C. The Compact Commission shall have the following powers:

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

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

3. Establish the fiscal year of the Compact Commission;

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

5. Purchase and maintain insurance and insurance bonds;

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

7. Conduct a financial review or audit;

8. Hire employees, elect or appoint officers, fix compensation, define duties, grant such individuals appropriate

authority to carry out the purposes of the Compact, and establish the Compact Commission's personnel policies and programs relating to conflicts of interest, qualifications of personnel, and other related personnel matters;

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

10. Assess and collect fees;

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

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

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

14. Establish a budget and make expenditures;

15. Borrow and invest money;

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

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

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

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

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

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

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

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

D. The Executive Committee

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

a. Exercise the powers and duties of the Compact Commission during the interim between Compact Commission meetings, except for adopting or amending Rules, adopting or amending bylaws, and exercising any other powers and duties

expressly reserved to the Compact Commission by Rule or bylaw;

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

c. Recommend to the Compact Commission changes to the Rules or bylaws, changes to this compact legislation, fees charged to Compact Member States, fees charged to Licensees, and other fees;

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

e. Prepare and recommend the budget;

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

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

h. Establish additional committees as necessary; and

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

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

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

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

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

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

4. The Executive Committee shall meet at least annually:

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

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

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

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

F. Meetings of the Compact Commission:

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

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

3. The Compact Commission may hold a special meeting when

it must meet to conduct emergency business by giving 24 hours' notice to all Commissioners, on the Compact Commission's website, and other means as provided in the Compact Commission's Rules. The Compact Commission's legal counsel shall certify that the Compact Commission's need to meet qualifies as an emergency.

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

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

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

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

d. Current, threatened, or reasonably anticipated litigation;

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

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

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

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

i. Investigative records compiled for law enforcement

purposes;

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

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

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

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

G. Financing of the Compact Commission:

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

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

3. The Compact Commission may levy on and collect an annual assessment from each Member State and impose fees on Licensees of Member States to whom it grants a Compact Privilege to cover the cost of the operations and activities of the Compact Commission and its staff, which must be in a total

amount sufficient to cover its annual budget as approved each year for which revenue is not provided by other sources. The aggregate annual assessment amount for Member States shall be allocated based upon a formula that the Compact Commission shall promulgate by Rule.

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

5. The Compact Commission shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Compact Commission shall be subject to the financial review or audit and accounting procedures established under its bylaws. However, all receipts and disbursements of funds handled by the Compact Commission shall be subject to an annual financial review or audit by a certified or licensed public accountant, and the report of the financial review or audit shall be included in and become part of the annual report of the Compact Commission.

H. Qualified Immunity, Defense, and Indemnification:

1. The members, officers, executive director, employees and representatives of the Compact Commission shall be immune from suit and liability, both personally and in their official capacity, for any claim for damage to or loss of property or personal injury or other civil liability caused by or arising out of any actual or alleged act, error, or omission that occurred, or that the person against whom the claim is made had a reasonable basis for believing occurred within the scope of Compact Commission employment, duties or responsibilities;

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

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

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

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

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

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

SECTION 9. DATA SYSTEM

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

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

1. Personally identifying information;

2. Licensure data;

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

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

5. Any denial of an application for licensure, and the reason(s) for such denial, (excluding the reporting of any criminal history record information where 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.

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

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

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

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

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

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

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

G. The notice of proposed rulemaking shall include:

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

2. If the hearing is held via telecommunication, video conference, or other electronic means, the Compact Commission

shall include the mechanism for access to the hearing in the notice of proposed rulemaking;

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

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

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

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

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

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

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

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

3. The Compact Commission shall determine a reasonable effective date for the Rule. Except for an emergency as provided in this section, the effective date of the Rule shall be no

sooner than 30 days after issuing the notice that it adopted or amended the Rule.

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

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

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

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

4. Protect public health and safety.

L. The Compact Commission or an authorized committee of the Compact Commission may direct revisions to a previously adopted Rule for purposes of correcting typographical errors, errors in format, errors in consistency, or grammatical errors. Public notice of any revisions shall be posted on the website of the Compact Commission. The revision shall be subject to challenge by any person for a period of thirty (30) days after posting. The revision may be challenged only on grounds that the revision results in a material change to a Rule. A challenge shall be made in writing and delivered to the Compact Commission prior to the end of the notice period. If no challenge is made,

the revision will take effect without further action. If the revision is challenged, the revision may not take effect without the approval of the Compact Commission.

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

SECTION 11. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT

A. Oversight:

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

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

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

B. Default, Technical Assistance, and Termination:

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

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

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

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

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

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

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

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

I. Dispute Resolution:

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

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

J. Enforcement:

1. By two-thirds majority (2/3) vote, the Compact Commission may initiate legal action against a Member State in default in the United States District Court for the District of Columbia or the federal district where the Compact Commission

has its principal offices to enforce compliance with the provisions of the compact and its promulgated Rules. The relief sought may include both injunctive relief and damages. In the event judicial enforcement is necessary, the prevailing party shall be awarded all costs of such litigation, including reasonable attorney's fees. The remedies herein shall not be the exclusive remedies of the Compact Commission. The Compact Commission may pursue any other remedies available under federal or the defaulting Member State's law.

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

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

SECTION 12. EFFECTIVE DATE, WITHDRAWAL, AND AMENDMENT

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

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

compact statute.

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

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

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

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

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

B. Any Member State may withdraw from this compact by

enacting a statute repealing the same.

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

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

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

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

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

SECTION 13. CONSTRUCTION AND SEVERABILITY

A. This compact and the Compact Commission's rulemaking authority shall be liberally construed so as to effectuate the purposes, and the implementation and administration of the compact. Provisions of the compact expressly authorizing or requiring the promulgation of Rules shall not be construed to

limit the Compact Commission's rulemaking authority solely for those purposes.

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

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

SECTION 14. CONSISTENT EFFECT AND CONFLICT WITH OTHER STATE LAWS

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

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

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

Sec. 4755.721. Not later than sixty days after the athletic trainer compact is entered into under section 4755.72 of the Revised Code, the athletic trainers section of the Ohio occupational therapy, physical therapy, and athletic trainers board shall select an individual to serve as a commissioner to the athletic trainer compact commission created under the compact. The athletic trainers section shall fill a vacancy in this position not later than sixty days after the vacancy occurs.