

# House Bill 2408

Sponsored by Representative DIEHL; Representatives JAVADI, LEWIS, MANNIX, OWENS, SCHARF (Presession filed.)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Enacts interstate Nurse Licensure Compact. Permits Oregon State Board of Nursing to disclose specified information to Interstate Commission of Nurse Licensure Compact Administrators. Exempts individuals authorized to work as nurses under multistate licensure privilege from requirement to obtain license from board and from restrictions on use of titles. Allows board to use moneys to meet financial obligations imposed on State of Oregon as result of participation in compact.

Takes effect on 91st day following adjournment sine die.

## A BILL FOR AN ACT

1  
2 Relating to a nurse licensure compact; creating new provisions; amending ORS 676.177, 678.021 and  
3 678.170; and prescribing an effective date.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1. The provisions of the Nurse Licensure Compact are as follows:**

### Nurse Licensure Compact

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8 **Approved by the May 4, 2015, Special Delegate Assembly**  
9

## ARTICLE I

### Findings and Declaration of Purpose

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11  
12 **a. The party states find that:**

13 **1. The health and safety of the public are affected by the degree of compliance with and**  
14 **the effectiveness of enforcement activities related to state nurse licensure laws;**

15 **2. Violations of nurse licensure and other laws regulating the practice of nursing may**  
16 **result in injury or harm to the public;**

17 **3. The expanded mobility of nurses and the use of advanced communication technologies**  
18 **as part of our nation's health care delivery system require greater coordination and cooper-**  
19 **ation among states in the areas of nurse licensure and regulation;**

20 **4. New practice modalities and technology make compliance with individual state nurse**  
21 **licensure laws difficult and complex;**

22 **5. The current system of duplicative licensure for nurses practicing in multiple states is**  
23 **cumbersome and redundant for both nurses and states; and**

24 **6. Uniformity of nurse licensure requirements throughout the states promotes public**  
25 **safety and public health benefits.**

26 **b. The general purposes of this Compact are to:**

27 **1. Facilitate the states' responsibility to protect the public's health and safety;**

28 **2. Ensure and encourage the cooperation of party states in the areas of nurse licensure**

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 and regulation;

2 3. Facilitate the exchange of information between party states in the areas of nurse  
3 regulation, investigation and adverse actions;

4 4. Promote compliance with the laws governing the practice of nursing in each jurisdic-  
5 tion;

6 5. Invest all party states with the authority to hold a nurse accountable for meeting all  
7 state practice laws in the state in which the patient is located at the time care is rendered  
8 through the mutual recognition of party state licenses;

9 6. Decrease redundancies in the consideration and issuance of nurse licenses; and

10 7. Provide opportunities for interstate practice by nurses who meet uniform licensure  
11 requirements.

12 **ARTICLE II**

13 **Definitions**

14 **As used in this Compact:**

15 a. "Adverse action" means any administrative, civil, equitable or criminal action per-  
16 mitted by a state's laws which is imposed by a licensing board or other authority against a  
17 nurse, including actions against an individual's license or multistate licensure privilege such  
18 as revocation, suspension, probation, monitoring of the licensee, limitation on the licensee's  
19 practice, or any other encumbrance on licensure affecting a nurse's authorization to prac-  
20 tice, including issuance of a cease and desist action.

21 b. "Alternative program" means a nondisciplinary monitoring program approved by a li-  
22 censing board.

23 c. "Coordinated licensure information system" means an integrated process for collect-  
24 ing, storing and sharing information on nurse licensure and enforcement activities related  
25 to nurse licensure laws that is administered by a nonprofit organization composed of and  
26 controlled by licensing boards.

27 d. "Current significant investigative information" means:

28 1. Investigative information that a licensing board, after a preliminary inquiry that in-  
29 cludes notification and an opportunity for the nurse to respond, if required by state law, has  
30 reason to believe is not groundless and, if proved true, would indicate more than a minor  
31 infraction; or

32 2. Investigative information that indicates that the nurse represents an immediate threat  
33 to public health and safety regardless of whether the nurse has been notified and had an  
34 opportunity to respond.

35 e. "Encumbrance" means a revocation or suspension of, or any limitation on, the full and  
36 unrestricted practice of nursing imposed by a licensing board.

37 f. "Home state" means the party state which is the nurse's primary state of residence.

38 g. "Licensing board" means a party state's regulatory body responsible for issuing nurse  
39 licenses.

40 h. "Multistate license" means a license to practice as a registered or a licensed  
41 practical/vocational nurse (LPN/VN) issued by a home state licensing board that authorizes  
42 the licensed nurse to practice in all party states under a multistate licensure privilege.

43 i. "Multistate licensure privilege" means a legal authorization associated with a multi-  
44 state license permitting the practice of nursing as either a registered nurse (RN) or LPN/VN  
45 in a remote state.

1 j. "Nurse" means RN or LPN/VN, as those terms are defined by each party state's  
2 practice laws.

3 k. "Party state" means any state that has adopted this Compact.

4 l. "Remote state" means a party state other than the home state.

5 m. "Single-state license" means a nurse license issued by a party state that authorizes  
6 practice only within the issuing state and does not include a multistate licensure privilege  
7 to practice in any other party state.

8 n. "State" means a state, territory or possession of the United States and the District  
9 of Columbia.

10 o. 1. "State practice laws" means a party state's laws, rules and regulations that govern  
11 the practice of nursing, define the scope of nursing practice and create the methods and  
12 grounds for imposing discipline.

13 2. "State practice laws" does not include requirements necessary to obtain and retain a  
14 license, except for qualifications or requirements of the home state.

15 **ARTICLE III**

16 **General Provisions and Jurisdiction**

17 a. A multistate license to practice registered or licensed practical/vocational nursing is-  
18 sued by a home state to a resident in that state will be recognized by each party state as  
19 authorizing a nurse to practice as a registered nurse (RN) or as a licensed  
20 practical/vocational nurse (LPN/VN), under a multistate licensure privilege, in each party  
21 state.

22 b. A state must implement procedures for considering the criminal history records of  
23 applicants for initial multistate license or licensure by endorsement. Such procedures shall  
24 include the submission of fingerprints or other biometric information by applicants for the  
25 purpose of obtaining an applicant's criminal history record information from the Federal  
26 Bureau of Investigation and the agency responsible for retaining that state's criminal re-  
27 cords.

28 c. Each party state shall require the following for an applicant to obtain or retain a  
29 multistate license in the home state:

30 1. Meets the home state's qualifications for licensure or renewal of licensure, as well as  
31 all other applicable state laws;

32 2. i. Has graduated or is eligible to graduate from a licensing board-approved RN or  
33 LPN/VN prelicensure education program; or

34 ii. Has graduated from a foreign RN or LPN/VN prelicensure education program that (a)  
35 has been approved by the authorized accrediting body in the applicable country and (b) has  
36 been verified by an independent credentials review agency to be comparable to a licensing  
37 board-approved prelicensure education program;

38 3. Has, if a graduate of a foreign prelicensure education program not taught in English  
39 or if English is not the individual's native language, successfully passed an English profi-  
40 ciency examination that includes the components of reading, speaking, writing and listening;

41 4. Has successfully passed an NCLEX-RN or NCLEX-PN Examination or its recognized  
42 predecessor, as applicable;

43 5. Is eligible for or holds an active, unencumbered license;

44 6. Has submitted, in connection with an application for initial licensure or licensure by  
45 endorsement, fingerprints or other biometric data for the purpose of obtaining criminal his-

1 tory record information from the Federal Bureau of Investigation and the agency responsible  
2 for retaining that state's criminal records;

3 7. Has not been convicted or found guilty, or has entered into an agreed disposition, of  
4 a felony offense under applicable state or federal criminal law;

5 8. Has not been convicted or found guilty, or has entered into an agreed disposition, of  
6 a misdemeanor offense related to the practice of nursing as determined on a case-by-case  
7 basis;

8 9. Is not currently enrolled in an alternative program;

9 10. Is subject to self-disclosure requirements regarding current participation in an al-  
10 ternative program; and

11 11. Has a valid United States Social Security number.

12 d. All party states shall be authorized, in accordance with existing state due process law,  
13 to take adverse action against a nurse's multistate licensure privilege, such as revocation,  
14 suspension, probation or any other action that affects a nurse's authorization to practice  
15 under a multistate licensure privilege, including cease and desist actions. If a party state  
16 takes such action, it shall promptly notify the administrator of the coordinated licensure  
17 information system. The administrator of the coordinated licensure information system shall  
18 promptly notify the home state of any such actions by remote states.

19 e. A nurse practicing in a party state must comply with the state practice laws of the  
20 state in which the client is located at the time service is provided. The practice of nursing  
21 is not limited to patient care, but shall include all nursing practice as defined by the state  
22 practice laws of the party state in which the client is located. The practice of nursing in a  
23 party state under a multistate licensure privilege will subject a nurse to the jurisdiction of  
24 the licensing board, the courts and the laws of the party state in which the client is located  
25 at the time service is provided.

26 f. Individuals not residing in a party state shall continue to be able to apply for a party  
27 state's single-state license as provided under the laws of each party state. However, the  
28 single-state license granted to these individuals will not be recognized as granting the privi-  
29 lege to practice nursing in any other party state. Nothing in this Compact shall affect the  
30 requirements established by a party state for the issuance of a single-state license.

31 g. Any nurse holding a home state multistate license on the effective date of this Com-  
32 pact may retain and renew the multistate license issued by the nurse's then-current home  
33 state, provided that:

34 1. A nurse who changes primary state of residence after this Compact's effective date  
35 must meet all applicable requirements in Article III.c. of this Compact to obtain a multistate  
36 license from a new home state.

37 2. A nurse who fails to satisfy the multistate licensure requirements in Article III.c. of  
38 this Compact due to a disqualifying event occurring after this Compact's effective date shall  
39 be ineligible to retain or renew a multistate license, and the nurse's multistate license shall  
40 be revoked or deactivated in accordance with applicable rules adopted by the Interstate  
41 Commission of Nurse Licensure Compact Administrators.

42 **ARTICLE IV**

43 **Applications for Licensure in a Party State**

44 a. Upon application for a multistate license, the licensing board in the issuing party state  
45 shall ascertain, through the coordinated licensure information system, whether the applicant

1 has ever held, or is the holder of, a license issued by any other state, whether there are any  
2 encumbrances on any license or multistate licensure privilege held by the applicant, whether  
3 any adverse action has been taken against any license or multistate licensure privilege held  
4 by the applicant and whether the applicant is currently participating in an alternative pro-  
5 gram.

6 b. A nurse may hold a multistate license, issued by the home state, in only one party  
7 state at a time.

8 c. If a nurse changes primary state of residence by moving between two party states, the  
9 nurse must apply for licensure in the new home state, and the multistate license issued by  
10 the prior home state will be deactivated in accordance with applicable rules adopted by the  
11 Interstate Commission of Nurse Licensure Compact Administrators.

12 1. The nurse may apply for licensure in advance of a change in primary state of resi-  
13 dence.

14 2. A multistate license shall not be issued by the new home state until the nurse provides  
15 satisfactory evidence of a change in primary state of residence to the new home state and  
16 satisfies all applicable requirements to obtain a multistate license from the new home state.

17 d. If a nurse changes primary state of residence by moving from a party state to a non-  
18 party state, the multistate license issued by the prior home state will convert to a single-  
19 state license, valid only in the former home state.

20 **ARTICLE V**

21 **Additional Authorities Invested in Party State Licensing Boards**

22 a. In addition to the other powers conferred by state law, a licensing board shall have the  
23 authority to:

24 1. Take adverse action against a nurse's multistate licensure privilege to practice within  
25 that party state.

26 i. Only the home state shall have the power to take adverse action against a nurse's li-  
27 cense issued by the home state.

28 ii. For purposes of taking adverse action, the home state licensing board shall give the  
29 same priority and effect to reported conduct received from a remote state as it would if such  
30 conduct had occurred within the home state. In so doing, the home state shall apply its own  
31 state laws to determine appropriate action.

32 2. Issue cease and desist orders or impose an encumbrance on a nurse's authority to  
33 practice within that party state.

34 3. Complete any pending investigations of a nurse who changes primary state of residence  
35 during the course of such investigations. The licensing board shall also have the authority  
36 to take appropriate actions and shall promptly report the conclusions of such investigations  
37 to the administrator of the coordinated licensure information system. The administrator of  
38 the coordinated licensure information system shall promptly notify the new home state of  
39 any such actions.

40 4. Issue subpoenas for both hearings and investigations that require the attendance and  
41 testimony of witnesses, as well as the production of evidence. Subpoenas issued by a licensing  
42 board in a party state for the attendance and testimony of witnesses or the production of  
43 evidence from another party state shall be enforced in the latter state by any court of  
44 competent jurisdiction, according to the practice and procedure of that court applicable to  
45 subpoenas issued in proceedings pending before it. The issuing authority shall pay any wit-

1 ness fees, travel expenses, mileage and other fees required by the service statutes of the  
 2 state in which the witnesses or evidence are located.

3 5. Obtain and submit, for each nurse licensure applicant, fingerprint or other biometric  
 4 information to the Federal Bureau of Investigation for criminal background checks, receive  
 5 the results of the Federal Bureau of Investigation record search on criminal background  
 6 checks and use the results in making licensure decisions.

7 6. If otherwise permitted by state law, recover from the affected nurse the costs of in-  
 8 vestigations and disposition of cases resulting from any adverse action taken against that  
 9 nurse.

10 7. Take adverse action based on the factual findings of the remote state, provided that  
 11 the licensing board follows its own procedures for taking such adverse action.

12 b. If adverse action is taken by the home state against a nurse's multistate license, the  
 13 nurse's multistate licensure privilege to practice in all other party states shall be deactivated  
 14 until all encumbrances have been removed from the multistate license. All home state dis-  
 15 disciplinary orders that impose adverse action against a nurse's multistate license shall include  
 16 a statement that the nurse's multistate licensure privilege is deactivated in all party states  
 17 during the pendency of the order.

18 c. Nothing in this Compact shall override a party state's decision that participation in  
 19 an alternative program may be used in lieu of adverse action. The home state licensing board  
 20 shall deactivate the multistate licensure privilege under the multistate license of any nurse  
 21 for the duration of the nurse's participation in an alternative program.

22 **ARTICLE VI**

23 **Coordinated Licensure Information System**  
 24 **and Exchange of Information**

25 a. All party states shall participate in a coordinated licensure information system of all  
 26 licensed registered nurses (RNs) and licensed practical/vocational nurses (LPNs/VNs). This  
 27 system will include information on the licensure and disciplinary history of each nurse, as  
 28 submitted by party states, to assist in the coordination of nurse licensure and enforcement  
 29 efforts.

30 b. The Interstate Commission of Nurse Licensure Compact Administrators, in consulta-  
 31 tion with the administrator of the coordinated licensure information system, shall formulate  
 32 necessary and proper procedures for the identification, collection and exchange of informa-  
 33 tion under this Compact.

34 c. All licensing boards shall promptly report to the coordinated licensure information  
 35 system any adverse action, any current significant investigative information, denials of ap-  
 36 plications (with the reasons for such denials) and nurse participation in alternative programs  
 37 known to the licensing board regardless of whether such participation is deemed nonpublic  
 38 or confidential under state law.

39 d. Current significant investigative information and participation in nonpublic or confi-  
 40 dential alternative programs shall be transmitted through the coordinated licensure infor-  
 41 mation system only to party state licensing boards.

42 e. Notwithstanding any other provision of law, all party state licensing boards contrib-  
 43 uting information to the coordinated licensure information system may designate informa-  
 44 tion that may not be shared with nonparty states or disclosed to other entities or individuals  
 45 without the express permission of the contributing state.

1 f. Any personally identifiable information obtained from the coordinated licensure infor-  
2 mation system by a party state licensing board shall not be shared with nonparty states or  
3 disclosed to other entities or individuals except to the extent permitted by the laws of the  
4 party state contributing the information.

5 g. Any information contributed to the coordinated licensure information system that is  
6 subsequently required to be expunged by the laws of the party state contributing that infor-  
7 mation shall also be expunged from the coordinated licensure information system.

8 h. The Compact administrator of each party state shall furnish a uniform data set to the  
9 Compact administrator of each other party state, which shall include, at a minimum:

10 1. Identifying information;

11 2. Licensure data;

12 3. Information related to alternative program participation; and

13 4. Other information that may facilitate the administration of this Compact, as deter-  
14 mined by Commission rules.

15 i. The Compact administrator of a party state shall provide all investigative documents  
16 and information requested by another party state.

17 **ARTICLE VII**

18 **Establishment of the Interstate Commission of**  
19 **Nurse Licensure Compact Administrators**

20 a. The party states hereby create and establish a joint public entity known as the Inter-  
21 state Commission of Nurse Licensure Compact Administrators.

22 1. The Commission is an instrumentality of the party states.

23 2. Venue is proper, and judicial proceedings by or against the Commission shall be  
24 brought solely and exclusively, in a court of competent jurisdiction where the principal office  
25 of the Commission is located. The Commission may waive venue and jurisdictional defenses  
26 to the extent it adopts or consents to participate in alternative dispute resolution pro-  
27 ceedings.

28 3. Nothing in this Compact shall be construed to be a waiver of sovereign immunity.

29 b. Membership, Voting and Meetings

30 1. Each party state shall have and be limited to one administrator. The head of the state  
31 licensing board or designee shall be the administrator of this Compact for each party state.  
32 Any administrator may be removed or suspended from office as provided by the law of the  
33 state from which the administrator is appointed. Any vacancy occurring in the Commission  
34 shall be filled in accordance with the laws of the party state in which the vacancy exists.

35 2. Each administrator shall be entitled to one vote with regard to the promulgation of  
36 rules and creation of bylaws and shall otherwise have an opportunity to participate in the  
37 business and affairs of the Commission. An administrator shall vote in person or by such  
38 other means as provided in the bylaws. The bylaws may provide for an administrator's par-  
39 ticipation in meetings by telephone or other means of communication.

40 3. The Commission shall meet at least once during each calendar year. Additional  
41 meetings shall be held as set forth in the bylaws or rules of the commission.

42 4. All meetings shall be open to the public, and public notice of meetings shall be given  
43 in the same manner as required under the rulemaking provisions in Article VIII of this  
44 Compact.

45 5. The Commission may convene in a closed, nonpublic meeting if the Commission must

1 **discuss:**

- 2 **i. Noncompliance of a party state with its obligations under this Compact;**
- 3 **ii. The employment, compensation, discipline or other personnel matters, practices or**
- 4 **procedures related to specific employees or other matters related to the Commission's**
- 5 **internal personnel practices and procedures;**
- 6 **iii. Current, threatened or reasonably anticipated litigation;**
- 7 **iv. Negotiation of contracts for the purchase or sale of goods, services or real estate;**
- 8 **v. Accusing any person of a crime or formally censuring any person;**
- 9 **vi. Disclosure of trade secrets or commercial or financial information that is privileged**
- 10 **or confidential;**
- 11 **vii. Disclosure of information of a personal nature where disclosure would constitute a**
- 12 **clearly unwarranted invasion of personal privacy;**
- 13 **viii. Disclosure of investigatory records compiled for law enforcement purposes;**
- 14 **ix. Disclosure of information related to any reports prepared by or on behalf of the**
- 15 **Commission for the purpose of investigation of compliance with this Compact; or**
- 16 **x. Matters specifically exempted from disclosure by federal or state statute.**

17 **6. If a meeting, or portion of a meeting, is closed pursuant to this provision, the**

18 **Commission's legal counsel or designee shall certify that the meeting may be closed and shall**

19 **reference each relevant exempting provision. The Commission shall keep minutes that fully**

20 **and clearly describe all matters discussed in a meeting and shall provide a full and accurate**

21 **summary of actions taken, and the reasons therefor, including a description of the views**

22 **expressed. All documents considered in connection with an action shall be identified in such**

23 **minutes. All minutes and documents of a closed meeting shall remain under seal, subject to**

24 **release by a majority vote of the Commission or order of a court of competent jurisdiction.**

25 **c. The Commission shall, by a majority vote of the administrators, prescribe bylaws or**

26 **rules to govern its conduct as may be necessary or appropriate to carry out the purposes**

27 **and exercise the powers of this Compact, including but not limited to:**

- 28 **1. Establishing the fiscal year of the Commission;**
- 29 **2. Providing reasonable standards and procedures:**
  - 30 **i. For the establishment and meetings of other committees; and**
  - 31 **ii. Governing any general or specific delegation of any authority or function of the Com-**
  - 32 **mission;**

33 **3. Providing reasonable procedures for calling and conducting meetings of the Commis-**

34 **sion, ensuring reasonable advance notice of all meetings and providing an opportunity for**

35 **attendance of such meetings by interested parties, with enumerated exceptions designed to**

36 **protect the public's interest, the privacy of individuals and proprietary information, including**

37 **trade secrets. The Commission may meet in closed session only after a majority of the ad-**

38 **ministrators vote to close a meeting in whole or in part. As soon as practicable, the Com-**

39 **mission must make public a copy of the vote to close the meeting revealing the vote of each**

40 **administrator, with no proxy votes allowed;**

41 **4. Establishing the titles, duties and authority and reasonable procedures for the election**

42 **of the officers of the Commission;**

43 **5. Providing reasonable standards and procedures for the establishment of the personnel**

44 **policies and programs of the Commission. Notwithstanding any civil service or other similar**

45 **laws of any party state, the bylaws shall exclusively govern the personnel policies and pro-**



1 **grams of the Commission; and**

2 **6. Providing a mechanism for winding up the operations of the Commission and the eq-**  
3 **uitable disposition of any surplus funds that may exist after the termination of this Compact**  
4 **after the payment or reserving of all of its debts and obligations.**

5 **d. The Commission shall publish its bylaws and rules, and any amendments thereto, in**  
6 **a convenient form on the website of the Commission.**

7 **e. The Commission shall maintain its financial records in accordance with the bylaws.**

8 **f. The Commission shall meet and take such actions as are consistent with the provisions**  
9 **of this Compact and the bylaws.**

10 **g.1.i. The Commission shall have the powers to promulgate uniform rules to facilitate and**  
11 **coordinate implementation and administration of this Compact. The rules shall have the**  
12 **force and effect of law and shall be binding in all party states.**

13 **ii. Notwithstanding Article VII g.1.i. of this Compact, the Oregon State Board of Nursing**  
14 **shall review the rules of the Commission. The board may approve and adopt the rules of the**  
15 **Commission as rules of the board. The State of Oregon is subject to a rule of the Commission**  
16 **only if the rule of the Commission is adopted by the board;**

17 **2. To bring and prosecute legal proceedings or actions in the name of the Commission,**  
18 **provided that the standing of any licensing board to sue or be sued under applicable law shall**  
19 **not be affected;**

20 **3. To purchase and maintain insurance and bonds;**

21 **4. To borrow, accept or contract for services of personnel, including, but not limited to,**  
22 **employees of a party state or nonprofit organizations;**

23 **5. To cooperate with other organizations that administer state compacts related to the**  
24 **regulation of nursing, including, but not limited to, sharing administrative or staff expenses,**  
25 **office space or other resources;**

26 **6. To hire employees, elect or appoint officers, fix compensation, define duties, grant such**  
27 **individuals appropriate authority to carry out the purposes of this Compact, and establish**  
28 **the Commission's personnel policies and programs relating to conflicts of interest, quali-**  
29 **fications of personnel and other related personnel matters;**

30 **7. To accept any and all appropriate donations, grants and gifts of money, equipment,**  
31 **supplies, materials and services, and to receive, utilize and dispose of the same, provided that**  
32 **at all times the Commission shall avoid any appearance of impropriety or conflict of interest;**

33 **8. To lease, purchase, accept appropriate gifts or donations of, or otherwise to own, hold,**  
34 **improve or use, any property, whether real, personal or mixed, provided that at all times the**  
35 **Commission shall avoid any appearance of impropriety;**

36 **9. To sell, convey, mortgage, pledge, lease, exchange, abandon or otherwise dispose of any**  
37 **property, whether real, personal or mixed;**

38 **10. To establish a budget and make expenditures;**

39 **11. To borrow money;**

40 **12. To appoint committees, including advisory committees comprised of administrators,**  
41 **state nursing regulators, state legislators or their representatives, and consumer represen-**  
42 **tatives, and other such interested persons;**

43 **13. To provide and receive information from, and to cooperate with, law enforcement**  
44 **agencies;**

45 **14. To adopt and use an official seal; and**

1       **15. To perform such other functions as may be necessary or appropriate to achieve the**  
 2 **purposes of this Compact consistent with the state regulation of nurse licensure and prac-**  
 3 **tice.**

4       **h. Financing of the Commission**

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

7       **2.i. The Commission may also levy on and collect an annual assessment from each party**  
 8 **state to cover the cost of its operations, activities and staff in its annual budget as approved**  
 9 **each year. The aggregate annual assessment amount, if any, shall be allocated based upon a**  
 10 **formula to be determined by the Commission, which shall promulgate a rule that is binding**  
 11 **upon all party states.**

12       **ii. An assessment levied, or any other financial obligation imposed, under this Compact**  
 13 **is effective against the State of Oregon only to the extent that moneys necessary to pay the**  
 14 **assessment or meet the financial obligation have been deposited in the Oregon State Board**  
 15 **of Nursing Account established under ORS 678.170.**

16       **3. The Commission shall not incur obligations of any kind prior to securing the funds**  
 17 **adequate to meet the same, nor shall the Commission pledge the credit of any of the party**  
 18 **states, except by, and with the authority of, such party state.**

19       **4. The Commission shall keep accurate accounts of all receipts and disbursements. The**  
 20 **receipts and disbursements of the Commission shall be subject to the audit and accounting**  
 21 **procedures established under its bylaws. However, all receipts and disbursements of funds**  
 22 **handled by the Commission shall be audited yearly by a certified or licensed public account-**  
 23 **ant, and the report of the audit shall be included in and become part of the annual report**  
 24 **of the Commission.**

25       **i. Qualified Immunity, Defense and Indemnification**

26       **1. The administrators, officers, executive director, employees and representatives of the**  
 27 **Commission shall be immune from suit and liability, either personally or in their official ca-**  
 28 **pacitly, for any claim for damage to or loss of property or personal injury or other civil li-**  
 29 **ability caused by or arising out of any actual or alleged act, error or omission that occurred,**  
 30 **or that the person against whom the claim is made had a reasonable basis for believing oc-**  
 31 **curred, within the scope of Commission employment, duties or responsibilities, provided that**  
 32 **nothing in this paragraph shall be construed to protect any such person from suit or liability**  
 33 **for any damage, loss, injury or liability caused by the intentional, willful or wanton miscon-**  
 34 **duct of that person.**

35       **2. The Commission shall defend any administrator, officer, executive director, employee**  
 36 **or representative of the Commission in any civil action seeking to impose liability arising out**  
 37 **of any actual or alleged act, error or omission that occurred within the scope of Commission**  
 38 **employment, duties or responsibilities, or that the person against whom the claim is made**  
 39 **had a reasonable basis for believing occurred within the scope of Commission employment,**  
 40 **duties or responsibilities, provided that nothing herein shall be construed to prohibit that**  
 41 **person from retaining his or her own counsel, and provided further that the actual or alleged**  
 42 **act, error or omission did not result from that person's intentional, willful or wanton mis-**  
 43 **conduct.**

44       **3. The Commission shall indemnify and hold harmless any administrator, officer, execu-**  
 45 **tive director, employee or representative of the Commission for the amount of any settle-**

1 ment or judgment obtained against that person arising out of any actual or alleged act, error  
 2 or omission that occurred within the scope of Commission employment, duties or responsi-  
 3 bilities, or that such person had a reasonable basis for believing occurred within the scope  
 4 of Commission employment, duties or responsibilities, provided that the actual or alleged act,  
 5 error or omission did not result from the intentional, willful or wanton misconduct of that  
 6 person.

7 **ARTICLE VIII**

8 **Rulemaking**

9 a. The Interstate Commission of Nurse Licensure Compact Administrators shall exercise  
 10 its rulemaking powers pursuant to the criteria set forth in this Article and the rules adopted  
 11 thereunder. Rules and amendments shall become binding as of the date specified in each rule  
 12 or amendment and shall have the same force and effect as provisions of this Compact.

13 b. Rules or amendments to the rules shall be adopted at a regular or special meeting of  
 14 the Commission.

15 c. Prior to promulgation and adoption of a final rule or rules by the Commission, and at  
 16 least 60 days in advance of the meeting at which the rule will be considered and voted upon,  
 17 the Commission shall file a notice of proposed rulemaking:

18 1. On the website of the Commission; and

19 2. On the website of each licensing board or the publication in which each state would  
 20 otherwise publish proposed rules.

21 d. The notice of proposed rulemaking shall include:

22 1. The proposed time, date and location of the meeting in which the rule will be consid-  
 23 ered and voted upon;

24 2. The text of the proposed rule or amendment, and the reason for the proposed rule;

25 3. A request for comments on the proposed rule from any interested person; and

26 4. The manner in which interested persons may submit notice to the Commission of their  
 27 intention to attend the public hearing and any written comments.

28 e. Prior to adoption of a proposed rule, the Commission shall allow persons to submit  
 29 written data, facts, opinions and arguments, which shall be made available to the public.

30 f. The Commission shall grant an opportunity for a public hearing before it adopts a rule  
 31 or amendment.

32 g. The Commission shall publish the place, time and date of the scheduled public hearing.

33 1. Hearings shall be conducted in a manner providing each person who wishes to com-  
 34 ment a fair and reasonable opportunity to comment orally or in writing. All hearings will be  
 35 recorded, and a copy will be made available upon request.

36 2. Nothing in this section shall be construed as requiring a separate hearing on each rule.  
 37 Rules may be grouped for the convenience of the Commission at hearings required by this  
 38 section.

39 h. If no one appears at the public hearing, the Commission may proceed with  
 40 promulgation of the proposed rule.

41 i. Following the scheduled hearing date, or by the close of business on the scheduled  
 42 hearing date if the hearing was not held, the Commission shall consider all written and oral  
 43 comments received.

44 j. The Commission shall, by majority vote of all administrators, take final action on the  
 45 proposed rule and shall determine the effective date of the rule, if any, based on the

1 rulemaking record and the full text of the rule.

2 k. Upon determination that an emergency exists, the Commission may consider and  
 3 adopt an emergency rule without prior notice, opportunity for comment or hearing, provided  
 4 that the usual rulemaking procedures provided in this Compact and in this section shall be  
 5 retroactively applied to the rule as soon as reasonably possible, but in no event later than  
 6 90 days after the effective date of the rule. For the purposes of this provision, an emergency  
 7 rule is one that must be adopted immediately in order to:

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

9 2. Prevent a loss of Commission or party state funds; or

10 3. Meet a deadline for the promulgation of an administrative rule that is required by  
 11 federal law or rule.

12 l. The Commission may direct revisions to a previously adopted rule or amendment for  
 13 purposes of correcting typographical errors, errors in format, errors in consistency or  
 14 grammatical errors. Public notice of any revisions shall be posted on the website of the  
 15 Commission. The revision shall be subject to challenge by any person for a period of 30 days  
 16 after posting. The revision may be challenged only on grounds that the revision results in a  
 17 material change to a rule. A challenge shall be made in writing, and delivered to the Com-  
 18 mission, prior to the end of the notice period. If no challenge is made, the revision will take  
 19 effect without further action. If the revision is challenged, the revision may not take effect  
 20 without the approval of the Commission.

21 **ARTICLE IX**

22 **Oversight, Dispute Resolution and Enforcement**

23 **a. Oversight**

24 1. Each party state shall enforce this Compact and take all actions necessary and ap-  
 25 propriate to effectuate this Compact's purposes and intent.

26 2. The Interstate Commission of Nurse Licensure Compact Administrators shall be enti-  
 27 tled to receive service of process in any proceeding that may affect the powers, responsibil-  
 28 ities or actions of the Commission, and shall have standing to intervene in such a proceeding  
 29 for all purposes. Failure to provide service of process in such proceeding to the Commission  
 30 shall render a judgment or order void as to the Commission, this Compact or promulgated  
 31 rules.

32 **b. Default, Technical Assistance and Termination**

33 1. If the Commission determines that a party state has defaulted in the performance of  
 34 its obligations or responsibilities under this Compact or the promulgated rules, the Com-  
 35 mission shall:

36 i. Provide written notice to the defaulting state and other party states of the nature of  
 37 the default, the proposed means of curing the default or any other action to be taken by the  
 38 Commission; and

39 ii. Provide remedial training and specific technical assistance regarding the default.

40 2. If a state in default fails to cure the default, the defaulting state's membership in this  
 41 Compact may be terminated upon an affirmative vote of a majority of the administrators,  
 42 and all rights, privileges and benefits conferred by this Compact may be terminated on the  
 43 effective date of termination. A cure of the default does not relieve the offending state of  
 44 obligations or liabilities incurred during the period of default.

45 3. Termination of membership in this Compact shall be imposed only after all other

1 means of securing compliance have been exhausted. Notice of intent to suspend or terminate  
 2 shall be given by the Commission to the governor of the defaulting state and to the head of  
 3 the defaulting state's licensing board and each of the party states.

4 4. A state whose membership in this Compact has been terminated is responsible for all  
 5 assessments, obligations and liabilities incurred through the effective date of termination,  
 6 including obligations that extend beyond the effective date of termination.

7 5. The Commission shall not bear any costs related to a state that is found to be in de-  
 8 fault or whose membership in this Compact has been terminated unless agreed upon in  
 9 writing between the Commission and the defaulting state.

10 6. The defaulting state may appeal the action of the Commission by petitioning the U.S.  
 11 District Court for the District of Columbia or the federal district in which the Commission  
 12 has its principal offices. The prevailing party shall be awarded all costs of such litigation,  
 13 including reasonable attorney fees.

14 c. Dispute Resolution

15 1. Upon request by a party state, the Commission shall attempt to resolve disputes re-  
 16 lated to the Compact that arise among party states and between party and nonparty states.

17 2. The Commission shall promulgate a rule providing for both mediation and binding  
 18 dispute resolution for disputes, as appropriate.

19 3. In the event the Commission cannot resolve disputes among party states arising under  
 20 this Compact:

21 i. The party states may submit the issues in dispute to an arbitration panel, which will  
 22 be comprised of individuals appointed by the Compact administrator in each of the affected  
 23 party states and an individual mutually agreed upon by the Compact administrators of all the  
 24 party states involved in the dispute.

25 ii. The decision of a majority of the arbitrators shall be final and binding.

26 d. Enforcement

27 1. The Commission, in the reasonable exercise of its discretion, shall enforce the pro-  
 28 visions and rules of this Compact.

29 2. By majority vote, the Commission may initiate legal action in the U.S. District Court  
 30 for the District of Columbia or the federal district in which the Commission has its principal  
 31 offices against a party state that is in default to enforce compliance with the provisions of  
 32 this Compact and its promulgated rules and bylaws. The relief sought may include both  
 33 injunctive relief and damages. In the event judicial enforcement is necessary, the prevailing  
 34 party shall be awarded all costs of such litigation, including reasonable attorney fees.

35 3. The remedies herein shall not be the exclusive remedies of the Commission. The  
 36 Commission may pursue any other remedies available under federal or state law.

37 ARTICLE X

38 Effective Date, Withdrawal and Amendment

39 a. This Compact shall become effective and binding on the earlier of the date of legisla-  
 40 tive enactment of this Compact into law by no less than 26 states or December 31, 2018. All  
 41 party states to this Compact that also were parties to the prior Nurse Licensure Compact,  
 42 superseded by this Compact (Prior Compact), shall be deemed to have withdrawn from said  
 43 Prior Compact within six months after the effective date of this Compact.

44 b. Each party state to this Compact shall continue to recognize a nurse's multistate  
 45 licensure privilege to practice in that party state issued under the Prior Compact until such

1 party state has withdrawn from the Prior Compact.

2 c. Any party state may withdraw from this Compact by enacting a statute repealing the  
3 same. A party state’s withdrawal shall not take effect until 6 months after enactment of the  
4 repealing statute.

5 d. A party state’s withdrawal or termination shall not affect the continuing requirement  
6 of the withdrawing or terminated state’s licensing board to report adverse actions and sig-  
7 nificant investigations occurring prior to the effective date of such withdrawal or termi-  
8 nation.

9 e. Nothing contained in this Compact shall be construed to invalidate or prevent any  
10 nurse licensure agreement or other cooperative arrangement between a party state and a  
11 nonparty state that is made in accordance with the other provisions of this Compact.

12 f. This Compact may be amended by the party states. No amendment to this Compact  
13 shall become effective and binding upon the party states unless and until it is enacted into  
14 the laws of all party states.

15 g. Representatives of nonparty states to this Compact shall be invited to participate in  
16 the activities of the Interstate Commission of Nurse Licensure Compact Administrators, on  
17 a nonvoting basis, prior to the adoption of this Compact by all states.

18 **ARTICLE XI**

19 **Construction and Severability**

20 This Compact shall be liberally construed so as to effectuate the purposes thereof. The  
21 provisions of this Compact shall be severable, and if any phrase, clause, sentence or provision  
22 of this Compact is declared to be contrary to the Constitution of any party state or of the  
23 United States, or if the applicability thereof to any government, agency, person or circum-  
24 stance is held invalid, the validity of the remainder of this Compact and the applicability  
25 thereof to any government, agency, person or circumstance shall not be affected thereby. If  
26 this Compact shall be held to be contrary to the Constitution of any party state, this Com-  
27 pact shall remain in full force and effect as to the remaining party states and in full force  
28 and effect as to the party state affected as to all severable matters.

29 **SECTION 2.** The Legislative Assembly of the State of Oregon hereby ratifies the Nurse  
30 Licensure Compact set forth in section 1 of this 2023 Act.

31 **SECTION 3.** ORS 676.177 is amended to read:

32 676.177. (1) Notwithstanding any other provision of ORS 676.165 to 676.180, a health professional  
33 regulatory board, upon a determination by the board that it possesses otherwise confidential infor-  
34 mation that reasonably relates to the regulatory or enforcement function of another public entity,  
35 may disclose that information to the other public entity.

36 (2) Any public entity that receives information pursuant to subsection (1) of this section shall  
37 agree to take all reasonable steps to maintain the confidentiality of the information, except that the  
38 public entity may use or disclose the information to the extent necessary to carry out the regulatory  
39 or enforcement functions of the public entity.

40 (3) For purposes of this section, “public entity” means:

41 (a) A board or agency of this state, or a board or agency of another state with regulatory or  
42 enforcement functions similar to the functions of a health professional regulatory board of this state;

43 (b) A district attorney;

44 (c) The Department of Justice;

45 (d) A state or local public body of this state that licenses, franchises or provides emergency

1 medical services; or

2 (e) A law enforcement agency of this state, another state or the federal government.

3 (4) Notwithstanding subsections (1) to (3) of this section[,]:

4 (a) The Oregon Board of Physical Therapy may disclose information described in subsection (1)  
5 of this section to the Physical Therapy Compact Commission established in ORS 688.240.

6 (b) **The Oregon State Board of Nursing may disclose information described in subsection  
7 (1) of this section to the Interstate Commission of Nurse Licensure Compact Administrators  
8 established in section 1 of this 2023 Act.**

9 **SECTION 4.** ORS 678.021, as amended by section 4, chapter 62, Oregon Laws 2022, is amended  
10 to read:

11 678.021. (1) Except as provided in section 1, chapter 62, Oregon Laws 2022, it is unlawful for  
12 any person to practice nursing or offer to practice nursing in this state or to use any title or ab-  
13 breviation, sign, card or device to indicate the person is practicing either practical or registered  
14 nursing unless the person is licensed under ORS 678.010 to 678.410 at the level for which the indi-  
15 cation of practice is made and the license is valid and in effect.

16 (2) **Subsection (1) of this section does not apply to an individual who is authorized to work  
17 as a nurse by multistate licensure privilege as defined in section 1 of this 2023 Act.**

18 **SECTION 5.** ORS 678.170 is amended to read:

19 678.170. (1) All money received by the Oregon State Board of Nursing under ORS 678.010 to  
20 678.448 shall be paid into the General Fund in the State Treasury and placed to the credit of the  
21 Oregon State Board of Nursing Account. Such moneys are appropriated continuously **to the board**  
22 and shall be used only for the administration and enforcement of ORS 676.850, 676.860 and 678.010  
23 to 678.448 **and for the purpose of meeting the financial obligations imposed on the State of**  
24 **Oregon as a result of this state's participation in the Nurse Licensure Compact established**  
25 **under section 1 of this 2023 Act.**

26 (2) The board shall keep a record of all moneys deposited in the Oregon State Board of Nursing  
27 Account. This record shall indicate by separate cumulative accounts the source from which the  
28 moneys are derived and the individual activity or program against which each withdrawal is  
29 charged.

30 (3) The board may maintain a petty cash fund in compliance with ORS 293.180 in the amount  
31 of \$1,000.

32 **SECTION 6.** (1) **The amendments to ORS 676.177 by section 3 of this 2023 Act apply to**  
33 **information disclosed on and after the operative date specified in section 7 of this 2023 Act.**

34 (2) **The amendments to ORS 687.021 by section 4 of this 2023 Act apply to individuals au-**  
35 **thorized to work as nurses by multistate licensure privilege on and after the operative date**  
36 **specified in section 7 of this 2023 Act.**

37 (3) **The amendments to ORS 678.170 by section 5 of this 2023 Act apply to moneys received**  
38 **by the Oregon State Board of Nursing on and after the operative date specified in section 7**  
39 **of this 2023 Act.**

40 **SECTION 7.** (1) **Sections 1 and 2 of this 2023 Act and the amendments to ORS 676.177,**  
41 **678.021 and 678.170 by sections 3 to 5 of this 2023 Act become operative on January 1, 2024.**

42 (2) **The Oregon State Board of Nursing may take any action before the operative date**  
43 **specified in subsection (1) of this section that is necessary to enable the board to exercise,**  
44 **on and after the operative date specified in subsection (1) of this section, all of the duties,**  
45 **functions and powers conferred on the board by sections 1 and 2 of this 2023 Act and the**

1 amendments to ORS 676.177, 678.021 and 678.170 by sections 3 to 5 of this 2023 Act.

2 SECTION 8. This 2023 Act takes effect on the 91st day after the date on which the 2023  
3 regular session of the Eighty-second Legislative Assembly adjourns sine die.

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