

SENATE BILL 41

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(PRE-FILED)

By: **Chair, Education, Health, and Environmental Affairs Committee (By Request
– Departmental – Health and Mental Hygiene)**

Requested: September 19, 2016

Introduced and read first time: January 11, 2017

Assigned to: Education, Health, and Environmental Affairs

Committee Report: Favorable

Senate action: Adopted

Read second time: February 1, 2017

CHAPTER _____

1 AN ACT concerning

2 **State Board of Nursing – Nurse Licensure Compact – Revisions**

3 FOR the purpose of changing the name of the Nurse Multistate Licensure Compact to the
4 Nurse Licensure Compact; altering the findings of the party states to the Compact;
5 altering the general purposes of the Compact; providing that a multistate license to
6 practice certain types of nursing issued by a home state to a resident in that state
7 will be recognized by each party state for a certain purpose; requiring a party state
8 to implement procedures for considering the criminal history records of applicants
9 for certain types of licensure; requiring the procedures to include the submission of
10 certain information by applicants for a certain purpose; requiring each party state
11 to require that an applicant meet certain requirements to obtain or retain a
12 multistate license in the home state; repealing a certain provision of the Compact
13 governing the effect of the Compact on requirements imposed by states for advanced
14 practice registered nursing; providing that nothing in the Compact affects
15 requirements established by a party state for the issuance of a single state license;
16 authorizing a nurse holding a home state license on the effective date of the Compact
17 to retain and renew it under certain circumstances; altering the information that the
18 licensing board in an issuing party state must ascertain about an applicant for a
19 multistate license; requiring a nurse to apply for licensure in the new home state if
20 the nurse changes the nurse's home state by moving between two party states;
21 providing that a certain license will be deactivated in accordance with certain rules;
22 repealing a certain provision of the Compact governing how the change in a nurse's
23 primary state of residence affects a license; providing that a licensing board has the

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 authority to take certain actions in addition to certain other powers; repealing the
2 authority of a licensing board to issue certain cease and desist orders and promulgate
3 certain rules and regulations; providing that only the home state has the power to
4 take adverse action against a nurse's license issued by the home state; requiring the
5 home state licensing board to give certain priority and effect to reported conduct
6 received from a remote state; requiring, under certain circumstances, that a nurse's
7 multistate license privilege to practice in all other party states be deactivated until
8 certain encumbrances have been removed; requiring that certain disciplinary orders
9 include a certain statement; providing that nothing in the Compact shall override a
10 certain party state's decision; requiring a home state to deactivate the multistate
11 licensure privilege for the duration of a nurse's participation in an alternative
12 program; requiring all party states to participate in a certain coordinated licensure
13 information system; altering the information that is required to be reported to the
14 system; requiring that participation in a nonpublic or confidential alternative
15 program be transmitted through the system only to party state licensing boards;
16 requiring the Compact administrator of each party state to furnish a certain uniform
17 data set to the Compact administrator of each other party state; requiring the
18 Compact administrator of a party state to provide all investigative documents and
19 information requested by another party state; providing that the party states create
20 and establish a joint public entity known as the Interstate Commission of Nurse
21 Licensure Compact Administrators; providing that the Commission is an
22 instrumentality of the party states; requiring that certain judicial proceedings be
23 brought solely and exclusively in a certain court; authorizing the Commission to
24 waive venue and jurisdictional defenses to a certain extent; providing that nothing
25 in the Compact shall be construed to be a waiver of sovereign immunity; providing
26 that each party state must have and be limited to one administrator; requiring that
27 the head of the licensing board or the designee be the administrator of the Compact
28 for each party state; providing for the removal or suspension of an administrator;
29 requiring that a vacancy in the Commission be filled in accordance with certain laws;
30 requiring each administrator to be entitled to only one vote with regard to the
31 promulgation and creation of certain rules and bylaws; requiring administrators to
32 vote in person or by other certain means; authorizing the bylaws of the Commission
33 to provide for participation in meetings by certain means of communication;
34 requiring the Commission to meet at certain times; requiring, except under certain
35 circumstances, that all meetings of the Commission be open to the public; requiring
36 that certain public notice of meetings be given; requiring the Commission's legal
37 counsel or designee to certify that a meeting may be closed and reference the relevant
38 exempting provision; requiring the Commission to keep certain minutes; requiring
39 that certain minutes and documents remain under seal except under certain
40 circumstances; requiring the Commission to adopt and publish on its Web site
41 certain bylaws or rules; requiring that the bylaws exclusively govern the personnel
42 policies and programs of the Commission; providing that the rules shall have the
43 force and effect of law and be binding in all party states; requiring the Commission
44 to maintain certain financial records, keep certain accounts, and issue an annual
45 report; providing that the Commission has certain powers; requiring the Commission
46 to pay or provide for the payment of certain expenses; authorizing the Commission
47 to levy and collect a certain annual assessment; requiring that a certain assessment

1 amount be allocated based on a certain formula; prohibiting the Commission from
2 incurring certain obligations or, except under certain circumstances, pledging the
3 credit of a party state; providing that the receipts and disbursements of the
4 Commission are subject to certain audit and accounting procedures; providing that
5 certain persons are immune from suit and liability for certain acts except under
6 certain circumstances; requiring the Commission, except under certain
7 circumstances, to defend certain persons in certain civil actions and indemnify and
8 hold harmless certain persons for certain amounts; establishing certain rulemaking
9 procedures of the Commission; requiring each party state to enforce the Compact
10 and take certain actions to effectuate the Compact's purpose and intent; requiring
11 that the Commission be entitled to receive certain service of process and have
12 standing to intervene in a proceeding; providing that failure to provide service of
13 process in a proceeding to the Commission renders a judgment or an order void as to
14 the Commission, the Compact, or adopted rules; requiring the Commission to take
15 certain actions under certain circumstances; providing for a party state's
16 membership to be terminated under certain circumstances; providing that a state
17 whose membership is terminated continues to be responsible for certain
18 assessments, obligations, and liabilities; prohibiting the Commission from bearing
19 certain costs except under certain circumstances; authorizing a defaulting state to
20 appeal the action of the Commission by petitioning a certain court; requiring that a
21 prevailing party be awarded certain costs; requiring the Commission to attempt to
22 resolve certain disputes under certain circumstances and adopt a certain rule
23 regarding the resolution of certain disputes; authorizing party states to submit
24 certain issues to an arbitration panel under certain circumstances; providing that
25 the decision of a majority of the arbitrators shall be final and binding; requiring the
26 Commission to enforce certain provisions and rules; authorizing the Commission to
27 initiate certain legal action in a certain court under certain circumstances;
28 prohibiting the remedies provided for in certain provisions of the Compact from being
29 the exclusive remedies of the Commission; authorizing the Commission to pursue
30 any other remedies available under federal or state law; establishing when the
31 Compact shall become effective and binding; specifying how certain licenses issued
32 under the prior compact are to be treated; providing for the withdrawal of a party
33 state from the Compact and amendments to the Compact; requiring that
34 representatives of nonparty states be invited to participate in the activities of the
35 Commission under certain circumstances; altering certain definitions; defining
36 certain terms; repealing a certain defined term; making conforming changes; making
37 this Act subject to a certain contingency; and generally relating to the Nurse
38 Licensure Compact.

39 BY repealing and reenacting, with amendments,

40 Article – Health Occupations

41 Section 8-7A-01 and 8-7A-03 through 8-7A-05 to be under the amended subtitle

42 “Subtitle 7A. Nurse Licensure Compact”

43 Annotated Code of Maryland

44 (2014 Replacement Volume and 2016 Supplement)

45 BY repealing and reenacting, without amendments,

1 Article – Health Occupations
2 Section 8–7A–02
3 Annotated Code of Maryland
4 (2014 Replacement Volume and 2016 Supplement)

5 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
6 That the Laws of Maryland read as follows:

7 **Article – Health Occupations**

8 Subtitle 7A. Nurse [Multistate] Licensure Compact.

9 8–7A–01.

10 The Nurse [Multistate] Licensure Compact is hereby enacted and entered into with
11 all other jurisdictions that legally join in the Compact in the form substantially as the
12 Compact appears in this section as follows:

13 Article I. Findings and [Statement] **DECLARATION** of Purpose.

14 1.

15 The party states [to this Compact] find that:

16 (a) The health and safety of the public are affected by the degree of compliance
17 with and the effectiveness of enforcement activities related to state nurse [licensing]
18 **LICENSURE** laws;

19 (b) Violations of nurse licensure and other laws [relating to] **REGULATING** the
20 practice of nursing may result in injury or harm to the public;

21 (c) The expanded mobility of nurses and the use of advanced communication
22 technologies as part of our nation’s health care delivery system require greater coordination
23 and cooperation among states in the areas of nurse [licensing] **LICENSURE** and regulation;

24 (d) New practice modalities and technology make compliance with individual
25 state nurse [licensing] **LICENSURE** laws difficult and complex; [and]

26 (e) The current system of duplicative licensure for nurses practicing in multiple
27 states is cumbersome and redundant [to] **FOR** both nurses and [the] states; **AND**

28 **(F) UNIFORMITY OF NURSE LICENSURE REQUIREMENTS THROUGHOUT THE**
29 **STATES PROMOTES PUBLIC SAFETY AND PUBLIC HEALTH BENEFITS.**

30 2.

1 The general purposes of this Compact are to:

2 (a) Facilitate the states' responsibility to protect the health and safety of the
3 public;

4 (b) Ensure and encourage the cooperation of party states in the areas of nurse
5 [licensing] **LICENSURE** and regulation;

6 (c) Facilitate the exchange of information between party states in the areas of
7 nurse regulation, investigation, and adverse actions;

8 (d) Promote compliance with the laws governing the practice of nursing in each
9 jurisdiction; [and]

10 (e) [Authorize the] **INVEST ALL** party states **WITH THE AUTHORITY** to hold a
11 nurse accountable for meeting all [nurse] **STATE** practice laws in the state in which the
12 patient is located at the time [that] care [was] **IS** rendered through the mutual recognition
13 of party state licenses;

14 **(F) DECREASE REDUNDANCIES IN THE CONSIDERATION AND ISSUANCE OF**
15 **NURSE LICENSES; AND**

16 **(G) PROVIDE OPPORTUNITIES FOR INTERSTATE PRACTICE BY NURSES WHO**
17 **MEET UNIFORM LICENSURE REQUIREMENTS.**

18 Article II. Definitions.

19 3.

20 [For the purposes of this Compact, and of any supplemental or concurring legislation
21 enacted under this Compact, except as may be otherwise required by the context] **AS USED**
22 **IN THIS COMPACT:**

23 (a) "Adverse action" means [a home or remote state action] **ANY**
24 **ADMINISTRATIVE, CIVIL, EQUITABLE, OR CRIMINAL ACTION PERMITTED BY A**
25 **STATE'S LAWS THAT IS IMPOSED BY A LICENSING BOARD OR OTHER AUTHORITY**
26 **AGAINST A NURSE, INCLUDING ACTIONS AGAINST AN INDIVIDUAL'S LICENSE OR**
27 **MULTISTATE LICENSURE PRIVILEGE SUCH AS:**

28 **(1) REVOCATION;**

29 **(2) SUSPENSION;**

30 **(3) PROBATION;**

- 1 **(4) MONITORING OF THE LICENSEE;**
 2 **(5) A LIMITATION ON THE LICENSEE’S PRACTICE;**
 3 **(6) A CEASE AND DESIST ACTION; OR**
 4 **(7) ANY OTHER ENCUMBRANCE ON LICENSURE AFFECTING A**
 5 **NURSE’S AUTHORIZATION TO PRACTICE.**

6 (b) “Alternative program” means a [voluntary,] nondisciplinary monitoring
 7 program approved by a [nurse] licensing board.

8 **(C) “COMMISSION” MEANS THE INTERSTATE COMMISSION OF NURSE**
 9 **LICENSURE COMPACT ADMINISTRATORS.**

10 **[(c)] (D)** “Compact” means this Nurse [Multistate Licensing] **LICENSURE**
 11 Compact.

12 **[(d)] (E)** “Coordinated licensure information system” means an integrated
 13 process for collecting, storing, and sharing information on nurse [licensing] **LICENSURE**
 14 and enforcement activities related to nurse [licensing] **LICENSURE** laws[, which] **THAT** is
 15 administered by a nonprofit organization composed of and controlled by [state nurse]
 16 licensing boards.

17 **[(e)] (F)** “Current significant investigative information” means investigative
 18 information that:

19 (1) A licensing board, after a preliminary inquiry that includes notification
 20 and an opportunity for the nurse to respond if required by state law, has reason to believe
 21 is not groundless and, if proved true, would indicate more than a minor infraction; or

22 (2) Indicates that the nurse represents an immediate threat to public
 23 health and safety regardless of whether the nurse has been notified and [has] had an
 24 opportunity to respond.

25 **(G) “ENCUMBRANCE” MEANS A REVOCATION OR SUSPENSION OF, OR ANY**
 26 **LIMITATION ON, THE FULL AND UNRESTRICTED PRACTICE OF NURSING IMPOSED BY**
 27 **A LICENSING BOARD.**

28 **[(f)] (H)** “Home state” means the party state that is the nurse’s primary state of
 29 residence.

30 **[(g)] (1)** “Home state action” means any administrative, civil, equitable, or
 31 criminal action permitted by the laws of the home state which are imposed on a nurse by
 32 the licensing board of the home state.

- 1 (2) “Home state action” includes:
- 2 (i) Revocation of a license;
- 3 (ii) Suspension of a license;
- 4 (iii) Probation of a licensee; or
- 5 (iv) Any other action which affects a nurse’s authorization to
6 practice.]

7 **(I) “LICENSING BOARD” MEANS A PARTY STATE’S REGULATORY BODY**
8 **RESPONSIBLE FOR ISSUING NURSE LICENSES.**

9 **[(h)] (J) “Multistate [licensing privilege] LICENSE” means [the current,**
10 **official authority from a remote state permitting the practice of nursing as either a**
11 **registered nurse or a licensed practical or vocational nurse in a party state] A LICENSE TO**
12 **PRACTICE AS A REGISTERED OR LICENSED PRACTICAL/VOCATIONAL NURSE**
13 **(LPN/VN) ISSUED BY A HOME STATE LICENSING BOARD THAT AUTHORIZES THE**
14 **LICENSED NURSE TO PRACTICE IN ALL PARTY STATES UNDER A MULTISTATE**
15 **LICENSURE PRIVILEGE.**

16 **(K) “MULTISTATE LICENSURE PRIVILEGE” MEANS A LEGAL**
17 **AUTHORIZATION ASSOCIATED WITH A MULTISTATE LICENSE PERMITTING THE**
18 **PRACTICE OF NURSING AS EITHER A REGISTERED NURSE (RN) OR LPN/VN IN A**
19 **REMOTE STATE.**

20 **[(i)] (L) “Nurse” means a registered nurse or RN, a licensed practical NURSE**
21 **OR LPN, or A vocational nurse OR VN, as those terms are defined by [the laws of] each**
22 **party [state] STATE’S PRACTICE LAWS.**

23 **[(j)] (M) “Party state” means any state that has adopted this Compact.**

24 **[(k)] (N) “Remote state” means a party state, other than the home state[:**

25 (1) Where the patient is located at the time nursing care is provided; or

26 (2) In the case of the practice of nursing that does not involve a patient, in
27 the party state where the recipient of nursing practices is located.

28 **(l) “Remote state action” means any:**

29 (1) Administrative, civil, equitable, or criminal action permitted by the
30 laws of the remote state which are imposed on a nurse by the licensing board of the remote

1 state or other authority, including actions against an individual's multistate licensing
2 privilege to practice in the remote state; and

3 (2) Cease and desist or other injunctive or equitable orders issued by
4 remote states or their licensing boards].

5 (O) "SINGLE-STATE LICENSE" MEANS A NURSE LICENSE ISSUED BY A PARTY
6 STATE THAT AUTHORIZES PRACTICE ONLY WITHIN THE ISSUING STATE AND DOES
7 NOT INCLUDE A MULTISTATE LICENSURE PRIVILEGE TO PRACTICE IN ANY OTHER
8 PARTY STATE.

9 [(m)] (P) "State" means a state, territory, or possession of the United States[,]
10 OR the District of Columbia[, or the Commonwealth of Puerto Rico].

11 [(n)] (Q) (1) "State practice laws" means [those individual] A party state's
12 laws, RULES, and regulations that govern the practice of nursing, define the scope of
13 nursing practice, and create the methods and grounds for imposing discipline.

14 (2) "State practice laws" does not include [the initial qualifications for
15 licensure or the] requirements necessary to obtain and retain a license, except for [the]
16 qualifications [and] OR requirements of the home state.

17 Article III. General Provisions and Jurisdiction.

18 4.

19 A MULTISTATE license to practice registered OR LICENSED
20 PRACTICAL/VOCATIONAL nursing issued by a home state to a resident [of] IN that state
21 will be recognized by each party state as [authorization for a multistate licensing privilege
22 to practice as a registered nurse in a party state. A license to practice licensed practical or
23 vocational nursing issued by a home state to a resident in that state will be recognized by
24 each party state as authorization for a multistate licensing privilege to practice as a
25 licensed practical or vocational nurse in a party state. In order to obtain or retain a license,
26 an applicant shall meet the home state's qualifications for licensure and license renewal,
27 as well as other applicable state laws] AUTHORIZING A NURSE TO PRACTICE AS A
28 REGISTERED NURSE (RN) OR AS A LICENSED PRACTICAL/VOCATIONAL NURSE
29 (LPN/VN), UNDER A MULTISTATE LICENSURE PRIVILEGE, IN EACH PARTY STATE.

30 [5.

31 Party states may, in accordance with the due process laws of that state, limit or
32 revoke the multistate licensing privilege of any nurse to practice in the state and may take
33 any other actions under the applicable state laws necessary to protect the health and safety
34 of the citizens of the party state. All party states are authorized to take actions against the
35 nurse's privileges, including: suspension, revocation, probation, or any other action which

1 affects a nurse's authorization to practice. If a party state takes such an action, it shall
2 promptly notify the administrator of the coordinated licensure information system. The
3 administrator of the coordinated licensure system shall promptly notify the home state of
4 any such actions by remote states.]

5 [6.

6 (a) Every nurse practicing in a party state must comply with the state practice
7 laws of the state in which the patient is located at the time that care is rendered. In
8 addition, the practice of nursing is not limited to patient care, but shall include all practices
9 of nursing, as defined by the laws of a party state. The practice of nursing will subject a
10 nurse to the jurisdiction of the nurse licensing board and the courts, as well as the laws of
11 the party state.

12 (b) This Compact does not affect additional requirements imposed by states for
13 advanced practice registered nursing. However, a multistate licensing privilege to practice
14 registered nursing granted by a party state shall be recognized by other party states as a
15 license to practice registered nursing if one is required by state law as a precondition for
16 qualifying for advanced practice registered nurse authorization.

17 (c) Individuals not residing in a party state shall continue to be able to apply for
18 nurse licensure as provided by the laws of each party state. However, the license granted
19 to the individuals may not be recognized as granting the privilege to practice nursing in
20 any other party state unless explicitly agreed to by that party state.]

21 5.

22 (A) A PARTY STATE MUST IMPLEMENT PROCEDURES FOR CONSIDERING
23 THE CRIMINAL HISTORY RECORDS OF APPLICANTS FOR AN INITIAL MULTISTATE
24 LICENSE OR LICENSURE BY ENDORSEMENT.

25 (B) THE PROCEDURES SHALL INCLUDE THE SUBMISSION OF FINGERPRINTS
26 OR OTHER BIOMETRIC-BASED INFORMATION BY APPLICANTS FOR THE PURPOSE OF
27 OBTAINING AN APPLICANT'S CRIMINAL HISTORY RECORD INFORMATION FROM THE
28 FEDERAL BUREAU OF INVESTIGATION AND THE AGENCY RESPONSIBLE FOR
29 RETAINING THAT STATE'S CRIMINAL RECORDS.

30 6.

31 EACH PARTY STATE SHALL REQUIRE THE FOLLOWING FOR AN APPLICANT TO
32 OBTAIN OR RETAIN A MULTISTATE LICENSE IN THE HOME STATE:

33 (A) MEETS THE HOME STATE'S QUALIFICATIONS FOR LICENSURE OR
34 RENEWAL OF LICENSURE, AS WELL AS ALL OTHER APPLICABLE STATE LAWS; AND

1 **(B) (1) (I) HAS GRADUATED OR IS ELIGIBLE TO GRADUATE FROM A**
2 **LICENSING BOARD-APPROVED RN OR LPN/VN PRELICENSURE EDUCATION**
3 **PROGRAM; OR**

4 **(II) HAS GRADUATED FROM A FOREIGN RN OR LPN/VN**
5 **PRELICENSURE EDUCATION PROGRAM THAT:**

6 **1. HAS BEEN APPROVED BY THE AUTHORIZED**
7 **ACCREDITING BODY IN THE APPLICABLE COUNTRY; AND**

8 **2. HAS BEEN VERIFIED BY AN INDEPENDENT**
9 **CREDENTIALS REVIEW AGENCY TO BE COMPARABLE TO A LICENSING**
10 **BOARD-APPROVED PRELICENSURE EDUCATION PROGRAM;**

11 **(2) IF A GRADUATE OF A FOREIGN PRELICENSURE EDUCATION**
12 **PROGRAM NOT TAUGHT IN ENGLISH OR IF ENGLISH IS NOT THE INDIVIDUAL'S**
13 **NATIVE LANGUAGE, HAS SUCCESSFULLY PASSED AN ENGLISH PROFICIENCY**
14 **EXAMINATION THAT INCLUDES THE COMPONENTS OF READING, SPEAKING,**
15 **WRITING, AND LISTENING;**

16 **(3) HAS SUCCESSFULLY PASSED AN NCLEX-RN OR NCLEX-PN**
17 **EXAMINATION OR RECOGNIZED PREDECESSOR, AS APPLICABLE;**

18 **(4) IS ELIGIBLE FOR OR HOLDS AN ACTIVE, UNENCUMBERED**
19 **LICENSE;**

20 **(5) HAS SUBMITTED, IN CONNECTION WITH AN APPLICATION FOR**
21 **INITIAL LICENSURE OR LICENSURE BY ENDORSEMENT, FINGERPRINTS OR OTHER**
22 **BIOMETRIC DATA FOR THE PURPOSE OF OBTAINING CRIMINAL HISTORY RECORD**
23 **INFORMATION FROM THE FEDERAL BUREAU OF INVESTIGATION AND THE AGENCY**
24 **RESPONSIBLE FOR RETAINING THAT STATE'S CRIMINAL RECORDS;**

25 **(6) HAS NOT BEEN CONVICTED OR FOUND GUILTY, OR HAS NOT**
26 **ENTERED INTO AN AGREED DISPOSITION, OF A FELONY OFFENSE UNDER**
27 **APPLICABLE STATE OR FEDERAL CRIMINAL LAW;**

28 **(7) HAS NOT BEEN CONVICTED OR FOUND GUILTY, OR HAS NOT**
29 **ENTERED INTO AN AGREED DISPOSITION, OF A MISDEMEANOR OFFENSE RELATED**
30 **TO THE PRACTICE OF NURSING AS DETERMINED ON A CASE-BY-CASE BASIS;**

31 **(8) IS NOT CURRENTLY ENROLLED IN AN ALTERNATIVE PROGRAM;**

1 **(9) IS SUBJECT TO SELF-DISCLOSURE REQUIREMENTS REGARDING**
2 **CURRENT PARTICIPATION IN AN ALTERNATIVE PROGRAM; AND**

3 **(10) HAS A VALID UNITED STATES SOCIAL SECURITY NUMBER.**

4 **7.**

5 **(A) ALL PARTY STATES ARE AUTHORIZED, IN ACCORDANCE WITH EXISTING**
6 **STATE DUE PROCESS LAWS, TO TAKE ADVERSE ACTION AGAINST A NURSE'S**
7 **MULTISTATE LICENSURE PRIVILEGE.**

8 **(B) IF A PARTY STATE TAKES ADVERSE ACTION, THE PARTY STATE SHALL**
9 **PROMPTLY NOTIFY THE ADMINISTRATOR OF THE COORDINATED LICENSURE**
10 **INFORMATION SYSTEM.**

11 **(C) THE ADMINISTRATOR OF THE COORDINATED LICENSURE INFORMATION**
12 **SYSTEM SHALL PROMPTLY NOTIFY THE HOME STATE OF ANY ADVERSE ACTION**
13 **TAKEN BY REMOTE STATES.**

14 **8.**

15 **(A) A NURSE PRACTICING IN A PARTY STATE MUST COMPLY WITH THE**
16 **STATE PRACTICE LAWS OF THE STATE IN WHICH THE CLIENT IS LOCATED AT THE**
17 **TIME SERVICE IS PROVIDED.**

18 **(B) THE PRACTICE OF NURSING IS NOT LIMITED TO PATIENT CARE, BUT**
19 **SHALL INCLUDE ALL NURSING PRACTICE AS DEFINED BY THE STATE PRACTICE LAWS**
20 **OF THE PARTY STATE IN WHICH THE CLIENT IS LOCATED.**

21 **(C) THE PRACTICE OF NURSING IN A PARTY STATE UNDER A MULTISTATE**
22 **LICENSURE PRIVILEGE SUBJECTS A NURSE TO THE JURISDICTION OF THE**
23 **LICENSING BOARD, THE COURTS, AND THE LAWS OF THE PARTY STATE IN WHICH THE**
24 **CLIENT IS LOCATED AT THE TIME SERVICE IS PROVIDED.**

25 **9.**

26 **(A) INDIVIDUALS NOT RESIDING IN A PARTY STATE SHALL CONTINUE TO BE**
27 **ABLE TO APPLY FOR A PARTY STATE'S SINGLE-STATE LICENSE AS PROVIDED UNDER**
28 **THE LAWS OF EACH PARTY STATE.**

29 **(B) THE SINGLE-STATE LICENSE GRANTED TO INDIVIDUALS NOT RESIDING**
30 **IN A PARTY STATE MAY NOT BE RECOGNIZED AS GRANTING THE PRIVILEGE TO**
31 **PRACTICE NURSING IN ANY OTHER PARTY STATE.**

1 (C) NOTHING IN THIS COMPACT SHALL AFFECT THE REQUIREMENTS
2 ESTABLISHED BY A PARTY STATE FOR THE ISSUANCE OF A SINGLE-STATE LICENSE.

3 (D) ANY NURSE HOLDING A HOME STATE MULTISTATE LICENSE ON THE
4 EFFECTIVE DATE OF THIS COMPACT MAY RETAIN AND RENEW THE MULTISTATE
5 LICENSE ISSUED BY THE NURSE'S THEN-CURRENT HOME STATE, PROVIDED THAT:

6 (1) A NURSE WHO CHANGES THE NURSE'S HOME STATE AFTER THIS
7 COMPACT'S EFFECTIVE DATE MUST MEET ALL APPLICABLE REQUIREMENTS IN § 6
8 OF THIS ARTICLE TO OBTAIN A MULTISTATE LICENSE FROM THE NEW HOME STATE;
9 AND

10 (2) A NURSE WHO FAILS TO SATISFY THE MULTISTATE LICENSURE
11 REQUIREMENTS IN § 6 OF THIS ARTICLE DUE TO A DISQUALIFYING EVENT
12 OCCURRING AFTER THIS COMPACT'S EFFECTIVE DATE:

13 (I) IS INELIGIBLE TO RETAIN OR RENEW A MULTISTATE
14 LICENSE; AND

15 (II) SHALL HAVE THE NURSE'S MULTISTATE LICENSE REVOKED
16 OR DEACTIVATED IN ACCORDANCE WITH APPLICABLE RULES ADOPTED BY THE
17 COMMISSION.

18 Article IV. Applications for Licensure in a Party State.

19 [7.] 10.

20 (a) Upon application for a MULTISTATE license, the licensing board in [a] THE
21 ISSUING party state shall ascertain, through the coordinated licensure information system,
22 whether:

23 (1) The applicant has ever held, or is the holder of, a license issued by any
24 other state;

25 (2) [There are any restrictions on the multistate license privilege; and

26 (3) Any other adverse action by any state has been taken against the
27 licensee] THERE ARE ANY ENCUMBRANCES ON ANY LICENSE OR MULTISTATE
28 LICENSURE PRIVILEGE HELD BY THE APPLICANT;

29 (3) ANY ADVERSE ACTION HAS BEEN TAKEN AGAINST ANY LICENSE
30 OR MULTISTATE LICENSURE PRIVILEGE HELD BY THE APPLICANT; AND

1 In addition to the General Provisions contained in Article III, the following
2 provisions apply:

3 (a) The licensing board of a remote state shall promptly notify the administrator
4 of the coordinated licensure information system of any remote state actions, including the
5 factual and legal basis for such action, if known, and promptly report any significant
6 current investigative information yet to result in a remote state action. The administrator
7 of the coordinated licensure information system shall promptly notify the home state of any
8 such reports.

9 (b) The licensing board of a party state shall have the authority to complete any
10 pending investigations for a nurse who changes the primary state of residence during the
11 course of an investigation. It shall also have the authority to take action or actions, and
12 shall promptly report the conclusions of the investigation to the administrator of the
13 coordinated licensure information system. The administrator of the coordinated licensure
14 information system shall promptly notify the new home state of any such actions.

15 (c) A remote state may take an adverse action affecting the multistate licensing
16 privilege to practice within that party state. However, only the home state shall have the
17 power to impose an adverse action against the license issued by the home state.

18 (d) For purposes of imposing an adverse action, the licensing board of the home
19 state shall give the same priority and effect to the reported conduct received from a remote
20 state as it would if the conduct had occurred in the home state. In doing so, the home state
21 shall apply its own state laws to determine the appropriate action to take against the
22 licensee.

23 (e) The home state may take an adverse action based on the factual findings of
24 the remote state, so long as each state follows its own procedures for imposing such an
25 adverse action.

26 (f) Nothing in this Compact shall override a party state's decision that
27 participation in an alternative program may be used in lieu of licensure action, and that
28 such participation shall remain nonpublic if required by the laws of the party state. Party
29 states shall require nurses who enter any alternative programs to agree not to practice in
30 any other party state during the term of the alternative program without prior
31 authorization from that party state.]

32 [Article VI.] **ARTICLE V.** Additional [Authority] **AUTHORITIES** Invested in Party State
33 [Nurse] Licensing Boards.

34 [9.

35 Notwithstanding any other powers, party state nurse licensing boards shall have the
36 authority to:

1 (a) Recover from the affected nurse the costs of investigations and disposition of
2 cases resulting from any adverse action taken against that nurse, if otherwise permitted
3 by state law;

4 (b) Issue subpoenas for both hearings and investigations that require the
5 attendance and testimony of witnesses, and the production of evidence. Subpoenas issued
6 by a nurse licensing board in a party state for the attendance of witnesses or the production
7 of evidence from another party state or both, shall be enforced in the latter state by any
8 court of competent jurisdiction, according to the practice and procedure of that court
9 applicable to subpoenas issued in proceedings before it. The issuing authority shall pay any
10 witness fees, travel expenses, mileage, and other fees required by the service statutes of
11 the state where the witnesses or the evidence are located;

12 (c) Issue cease and desist orders to limit or revoke a nurse's authority to practice
13 in the state; and

14 (d) Promulgate uniform rules and regulations as provided by Article VIII of this
15 Compact.]

16 **11.**

17 **(A) IN ADDITION TO THE OTHER POWERS CONFERRED BY STATE LAW, A**
18 **LICENSING BOARD SHALL HAVE THE AUTHORITY TO:**

19 **(1) TAKE ADVERSE ACTION AGAINST A NURSE'S MULTISTATE**
20 **LICENSURE PRIVILEGE TO PRACTICE WITHIN THAT PARTY STATE;**

21 **(2) COMPLETE ANY PENDING INVESTIGATIONS OF A NURSE WHO**
22 **CHANGES THE NURSE'S HOME STATE DURING THE COURSE OF THE INVESTIGATIONS;**

23 **(3) TAKE APPROPRIATE ACTION BASED ON INVESTIGATIONS AND**
24 **SHALL PROMPTLY REPORT THE CONCLUSIONS OF THE INVESTIGATIONS TO THE**
25 **ADMINISTRATOR OF THE COORDINATED LICENSURE INFORMATION SYSTEM WHO**
26 **SHALL PROMPTLY NOTIFY THE NEW HOME STATE OF ANY ACTIONS;**

27 **(4) ISSUE SUBPOENAS FOR BOTH HEARINGS AND INVESTIGATIONS**
28 **THAT REQUIRE THE ATTENDANCE AND TESTIMONY OF WITNESSES, AS WELL AS THE**
29 **PRODUCTION OF EVIDENCE;**

30 **(5) OBTAIN AND SUBMIT, FOR EACH NURSE LICENSURE APPLICANT,**
31 **FINGERPRINT OR OTHER BIOMETRIC-BASED INFORMATION TO THE FEDERAL**
32 **BUREAU OF INVESTIGATION FOR CRIMINAL BACKGROUND CHECKS, RECEIVE THE**
33 **RESULTS OF THE FEDERAL BUREAU OF INVESTIGATION RECORD SEARCH ON**
34 **CRIMINAL BACKGROUND CHECKS, AND USE THE RESULTS IN MAKING LICENSURE**
35 **DECISIONS;**

1 **(6) IF OTHERWISE PERMITTED BY STATE LAW, RECOVER FROM THE**
2 **AFFECTED NURSE THE COSTS OF INVESTIGATIONS AND DISPOSITION OF CASES**
3 **RESULTING FROM ANY ADVERSE ACTION TAKEN AGAINST THAT NURSE; AND**

4 **(7) TAKE ADVERSE ACTION BASED ON THE FACTUAL FINDINGS OF A**
5 **REMOTE STATE, PROVIDED THAT THE LICENSING BOARD FOLLOWS ITS OWN**
6 **PROCEDURES FOR TAKING SUCH ADVERSE ACTION.**

7 **(B) ONLY THE HOME STATE SHALL HAVE THE POWER TO TAKE ADVERSE**
8 **ACTION AGAINST A NURSE'S LICENSE ISSUED BY THE HOME STATE.**

9 **(C) (1) SUBPOENAS ISSUED BY A LICENSING BOARD IN A PARTY STATE**
10 **FOR THE ATTENDANCE AND TESTIMONY OF WITNESSES OR THE PRODUCTION OF**
11 **EVIDENCE FROM ANOTHER PARTY STATE SHALL BE ENFORCED IN THE LATTER**
12 **STATE BY ANY COURT OF COMPETENT JURISDICTION, ACCORDING TO THE PRACTICE**
13 **AND PROCEDURE OF THAT COURT APPLICABLE TO SUBPOENAS ISSUED IN**
14 **PROCEEDINGS PENDING BEFORE IT.**

15 **(2) THE ISSUING AUTHORITY SHALL PAY ANY WITNESS FEES, TRAVEL**
16 **EXPENSES, MILEAGE, AND OTHER FEES REQUIRED BY THE SERVICE STATUTES OF**
17 **THE STATE IN WHICH THE WITNESSES OR EVIDENCE ARE LOCATED.**

18 **(D) (1) FOR PURPOSES OF TAKING ADVERSE ACTION, THE HOME STATE**
19 **LICENSING BOARD SHALL GIVE THE SAME PRIORITY AND EFFECT TO REPORTED**
20 **CONDUCT RECEIVED FROM A REMOTE STATE AS IT WOULD IF SUCH CONDUCT HAD**
21 **OCCURRED WITHIN THE HOME STATE. IN SO DOING, THE HOME STATE SHALL APPLY**
22 **ITS OWN STATE LAWS TO DETERMINE APPROPRIATE ACTION.**

23 **(2) IF ADVERSE ACTION IS TAKEN BY THE HOME STATE AGAINST A**
24 **NURSE'S MULTISTATE LICENSE, THE NURSE'S MULTISTATE LICENSURE PRIVILEGE**
25 **TO PRACTICE IN ALL OTHER PARTY STATES SHALL BE DEACTIVATED UNTIL ALL**
26 **ENCUMBRANCES HAVE BEEN REMOVED FROM THE MULTISTATE LICENSE.**

27 **(3) ALL HOME STATE DISCIPLINARY ORDERS THAT IMPOSE ADVERSE**
28 **ACTION AGAINST A NURSE'S MULTISTATE LICENSE SHALL INCLUDE A STATEMENT**
29 **THAT THE NURSE'S MULTISTATE LICENSURE PRIVILEGE IS DEACTIVATED IN ALL**
30 **PARTY STATES DURING THE PENDENCY OF THE ORDER.**

31 **(E) (1) NOTHING IN THIS COMPACT SHALL OVERRIDE A PARTY STATE'S**
32 **DECISION THAT PARTICIPATION IN AN ALTERNATIVE PROGRAM MAY BE USED IN**
33 **LIEU OF ADVERSE ACTION.**

1 **(2) THE HOME STATE LICENSING BOARD SHALL DEACTIVATE THE**
2 **MULTISTATE LICENSURE PRIVILEGE UNDER THE MULTISTATE LICENSE OF ANY**
3 **NURSE FOR THE DURATION OF THE NURSE'S PARTICIPATION IN AN ALTERNATIVE**
4 **PROGRAM.**

5 **[Article VII.] ARTICLE VI. Coordinated Licensure Information System AND EXCHANGE**
6 **OF INFORMATION.**

7 **[10.] 12.**

8 (a) **(1) All party states shall participate in a [cooperative effort to create a**
9 **coordinated database of all licensed registered nurses and licensed practical or vocational**
10 **nurses] COORDINATED LICENSURE INFORMATION SYSTEM OF ALL LICENSED**
11 **REGISTERED NURSES (RNS) AND LICENSED PRACTICAL/VOCATIONAL NURSES**
12 **(LPNS/VNS).**

13 **(2) This system shall include information on the licensure and disciplinary**
14 **history of each nurse, as [contributed] SUBMITTED by party states, to assist in the**
15 **coordination of nurse licensure and enforcement efforts.**

16 **(B) THE COMMISSION, IN CONSULTATION WITH THE ADMINISTRATOR OF**
17 **THE COORDINATED LICENSURE INFORMATION SYSTEM, SHALL FORMULATE**
18 **NECESSARY AND PROPER PROCEDURES FOR THE IDENTIFICATION, COLLECTION,**
19 **AND EXCHANGE OF INFORMATION UNDER THIS COMPACT.**

20 **[(b)] (C) [Notwithstanding any other provision of law, the nurse licensing boards**
21 **of party states] ALL LICENSING BOARDS shall promptly report [an] TO THE**
22 **COORDINATED LICENSURE INFORMATION SYSTEM:**

23 **(1) ANY adverse action[, actions against multistate licensing privileges,];**

24 **(2) [any] ANY current significant investigative information [yet to result**
25 **in an adverse action,];**

26 **(3) [denials] DENIALS of applications [, and the reasons for such denials,**
27 **to the coordinated licensure information system] WITH THE REASONS FOR THE DENIALS;**
28 **AND**

29 **(4) NURSE PARTICIPATION IN ALTERNATIVE PROGRAMS KNOWN TO**
30 **THE LICENSING BOARD REGARDLESS OF WHETHER SUCH PARTICIPATION IS**
31 **DEEMED NONPUBLIC OR CONFIDENTIAL UNDER STATE LAW.**

32 **[(c)] (D) Current significant investigative information AND PARTICIPATION IN**
33 **NONPUBLIC OR CONFIDENTIAL ALTERNATIVE PROGRAMS shall be transmitted**

1 through the coordinated licensure information system only to [the nurse licensing boards
2 of] party [states] **STATE LICENSING BOARDS.**

3 [(d)] (E) Notwithstanding any other provision of law, [the nurse licensing boards
4 of party states] **ALL PARTY STATE LICENSING BOARDS** contributing information to the
5 coordinated licensure information system may designate information that may not be
6 shared with nonparty states or disclosed to other **ENTITIES OR** individuals [or entities]
7 without the express permission of the contributing state.

8 [(e)] (F) Any personally identifiable information obtained [by the nurse
9 licensing board of a party state] from the coordinated licensure information system **BY A**
10 **PARTY STATE LICENSING BOARD** may not be shared with nonparty states or disclosed to
11 other **ENTITIES OR** individuals [or entities] except to the extent permitted by the laws of
12 the party state contributing the information.

13 [(f)] (G) Any information contributed to the coordinated licensure information
14 system that is subsequently required to be expunged by the laws of the party state
15 contributing that information shall also be expunged from the coordinated licensure
16 information system.

17 [(g)] (H) The Compact [administrators, acting jointly with each other and in
18 consultation with the administrator of the coordinated licensure information system, shall
19 formulate necessary and proper procedures for the identification, collection, and exchange
20 of information under this Compact] **ADMINISTRATOR OF EACH PARTY STATE SHALL**
21 **FURNISH A UNIFORM DATA SET TO THE COMPACT ADMINISTRATOR OF EACH OTHER**
22 **PARTY STATE, WHICH SHALL INCLUDE:**

23 (1) **IDENTIFYING INFORMATION;**

24 (2) **LICENSURE DATA;**

25 (3) **INFORMATION RELATED TO ALTERNATIVE PROGRAM**
26 **PARTICIPATION; AND**

27 (4) **OTHER INFORMATION THAT MAY FACILITATE THE**
28 **ADMINISTRATION OF THIS COMPACT, AS DETERMINED BY COMMISSION RULES.**

29 (i) **THE COMPACT ADMINISTRATOR OF A PARTY STATE SHALL PROVIDE ALL**
30 **INVESTIGATIVE DOCUMENTS AND INFORMATION REQUESTED BY ANOTHER PARTY**
31 **STATE.**

32 [Article VIII. Nurse Multistate Licensure Compact Administration and Interchange of
33 Information.

34 11.

1 (a) The head of the nurse licensing board of a party state, or the designee of the
2 head of the nurse licensing board, shall be the administrator of this Compact.

3 (b) In the State of Maryland, the administrator of this Compact shall be the
4 executive director of the State Board of Nursing.

5 (c) The Compact administrator of each party state shall furnish to the Compact
6 administrator of each other party state any information or documents, including, but not
7 limited to, a uniform data set of investigations, identifying information, licensure data, and
8 disclosable alternative program participation information to facilitate the administration
9 of this Compact.

10 (d) Compact administrators shall have the authority to develop uniform rules to
11 facilitate and coordinate implementation of this Compact. These uniform rules shall be
12 adopted by party states, under the authority vested in Article VI.]

13 [Article IX. Immunity.

14 12.

15 No party state, or the officers, employees, or agents of a party state's nurse licensing
16 board, that acts in accordance with the provisions of this Compact may be liable on account
17 of any act or omission that is made in good faith while engaged in the performance of their
18 duties under this Compact. Good faith in this Article does not include willful misconduct,
19 gross negligence, or recklessness.]

20 **ARTICLE VII. ESTABLISHMENT OF THE INTERSTATE COMMISSION OF NURSE**
21 **LICENSURE COMPACT ADMINISTRATORS.**

22 **13.**

23 **(A) (1) THE PARTY STATES HEREBY CREATE AND ESTABLISH A JOINT**
24 **PUBLIC ENTITY KNOWN AS THE INTERSTATE COMMISSION OF NURSE LICENSURE**
25 **COMPACT ADMINISTRATORS.**

26 **(2) THE COMMISSION IS AN INSTRUMENTALITY OF THE PARTY**
27 **STATES.**

28 **(3) (1) VENUE IS PROPER AND JUDICIAL PROCEEDINGS BY OR**
29 **AGAINST THE COMMISSION SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN A**
30 **COURT OF COMPETENT JURISDICTION WHERE THE PRINCIPAL OFFICE OF THE**
31 **COMMISSION IS LOCATED.**

1 **(II) THE COMMISSION MAY WAIVE VENUE AND JURISDICTIONAL**
2 **DEFENSES TO THE EXTENT IT ADOPTS OR CONSENTS TO PARTICIPATE IN**
3 **ALTERNATIVE DISPUTE RESOLUTION PROCEEDINGS.**

4 **(4) NOTHING IN THIS COMPACT SHALL BE CONSTRUED TO BE A**
5 **WAIVER OF SOVEREIGN IMMUNITY.**

6 **(B) (1) (I) EACH PARTY STATE SHALL HAVE AND BE LIMITED TO ONE**
7 **ADMINISTRATOR.**

8 **(II) 1. SUBJECT TO SUBSUBPARAGRAPH 2 OF THIS**
9 **SUBPARAGRAPH, THE HEAD OF THE LICENSING BOARD OR DESIGNEE SHALL BE THE**
10 **ADMINISTRATOR OF THIS COMPACT FOR EACH PARTY STATE.**

11 **2. THE EXECUTIVE DIRECTOR OF THE MARYLAND**
12 **STATE BOARD OF NURSING, OR THE EXECUTIVE DIRECTOR'S DESIGNEE, IS THE**
13 **ADMINISTRATOR OF THIS COMPACT IN MARYLAND.**

14 **(III) ANY ADMINISTRATOR MAY BE REMOVED OR SUSPENDED**
15 **FROM OFFICE AS PROVIDED BY THE LAW OF THE STATE FROM WHICH THE**
16 **ADMINISTRATOR IS APPOINTED.**

17 **(IV) ANY VACANCY OCCURRING IN THE COMMISSION SHALL BE**
18 **FILLED IN ACCORDANCE WITH THE LAWS OF THE PARTY STATE IN WHICH THE**
19 **VACANCY EXISTS.**

20 **(2) (I) EACH ADMINISTRATOR SHALL BE ENTITLED TO ONLY ONE**
21 **VOTE WITH REGARD TO THE PROMULGATION OF RULES AND CREATION OF BYLAWS**
22 **AND SHALL OTHERWISE HAVE AN OPPORTUNITY TO PARTICIPATE IN THE BUSINESS**
23 **AND AFFAIRS OF THE COMMISSION.**

24 **(II) AN ADMINISTRATOR SHALL VOTE IN PERSON OR BY SUCH**
25 **OTHER MEANS AS PROVIDED IN THE BYLAWS.**

26 **(III) THE BYLAWS MAY PROVIDE FOR AN ADMINISTRATOR'S**
27 **PARTICIPATION IN MEETINGS BY TELEPHONE OR OTHER MEANS OF**
28 **COMMUNICATION.**

29 **(3) (I) THE COMMISSION SHALL MEET AT LEAST ONCE DURING**
30 **EACH CALENDAR YEAR.**

31 **(II) ADDITIONAL MEETINGS SHALL BE HELD AS SET FORTH IN**
32 **THE BYLAWS OR RULES OF THE COMMISSION.**

1 (4) EXCEPT AS PROVIDED IN PARAGRAPH (5) OF THIS SUBSECTION,
2 ALL MEETINGS SHALL BE OPEN TO THE PUBLIC, AND PUBLIC NOTICE OF MEETINGS
3 SHALL BE GIVEN IN THE SAME MANNER AS REQUIRED UNDER THE RULEMAKING
4 PROVISIONS IN ARTICLE VIII.

5 (5) SUBJECT TO PARAGRAPH (6) OF THIS SUBSECTION, THE
6 COMMISSION MAY CONVENE IN A CLOSED, NONPUBLIC MEETING IF THE
7 COMMISSION MUST DISCUSS:

8 (I) NONCOMPLIANCE OF A PARTY STATE WITH ITS
9 OBLIGATIONS UNDER THIS COMPACT;

10 (II) THE EMPLOYMENT, COMPENSATION, DISCIPLINE, OR
11 OTHER PERSONNEL MATTERS, PRACTICES, OR PROCEDURES RELATED TO SPECIFIC
12 EMPLOYEES OR OTHER MATTERS RELATED TO THE COMMISSION'S INTERNAL
13 PERSONNEL PRACTICES AND PROCEDURES;

14 (III) CURRENT, THREATENED, OR REASONABLY ANTICIPATED
15 LITIGATION;

16 (IV) NEGOTIATION OF CONTRACTS FOR THE PURCHASE OR SALE
17 OF GOODS, SERVICES, OR REAL ESTATE;

18 (V) ACCUSING ANY PERSON OF A CRIME OR FORMALLY
19 CENSURING ANY PERSON;

20 (VI) DISCLOSURE OF TRADE SECRETS OR COMMERCIAL OR
21 FINANCIAL INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL;

22 (VII) DISCLOSURE OF INFORMATION OF A PERSONAL NATURE
23 WHERE DISCLOSURE WOULD CONSTITUTE A CLEARLY UNWARRANTED INVASION OF
24 PERSONAL PRIVACY;

25 (VIII) DISCLOSURE OF INVESTIGATORY RECORDS COMPILED FOR
26 LAW ENFORCEMENT PURPOSES;

27 (IX) DISCLOSURE OF INFORMATION RELATED TO ANY REPORTS
28 PREPARED BY OR ON BEHALF OF THE COMMISSION FOR THE PURPOSE OF
29 INVESTIGATION OF COMPLIANCE WITH THIS COMPACT; OR

30 (X) MATTERS SPECIFICALLY EXEMPTED FROM DISCLOSURE BY
31 FEDERAL OR STATE LAWS.

1 **(6) (I) THE COMMISSION MAY MEET IN CLOSED SESSION ONLY**
2 **AFTER A MAJORITY OF THE ADMINISTRATORS VOTE TO CLOSE A MEETING IN WHOLE**
3 **OR IN PART.**

4 **(II) AS SOON AS PRACTICABLE, THE COMMISSION MUST MAKE**
5 **PUBLIC A COPY OF THE VOTE TO CLOSE THE MEETING REVEALING THE VOTE OF**
6 **EACH ADMINISTRATOR, WITH NO PROXY VOTES ALLOWED.**

7 **(7) (I) IF A MEETING, OR PORTION OF A MEETING, IS CLOSED IN**
8 **ACCORDANCE WITH PARAGRAPHS (5) AND (6) OF THIS SUBSECTION, THE**
9 **COMMISSION'S LEGAL COUNSEL OR DESIGNEE SHALL CERTIFY THAT THE MEETING**
10 **MAY BE CLOSED AND SHALL REFERENCE EACH RELEVANT EXEMPTING PROVISION.**

11 **(II) THE COMMISSION SHALL KEEP MINUTES THAT FULLY AND**
12 **CLEARLY DESCRIBE ALL MATTERS DISCUSSED IN A MEETING AND SHALL PROVIDE A**
13 **FULL AND ACCURATE SUMMARY OF ACTIONS TAKEN, AND THE REASONS FOR THE**
14 **ACTIONS, INCLUDING A DESCRIPTION OF THE VIEWS EXPRESSED.**

15 **(III) ALL DOCUMENTS CONSIDERED IN CONNECTION WITH AN**
16 **ACTION SHALL BE IDENTIFIED IN THE MINUTES.**

17 **(IV) ALL MINUTES AND DOCUMENTS OF A CLOSED MEETING**
18 **SHALL REMAIN UNDER SEAL, SUBJECT TO RELEASE BY A MAJORITY VOTE OF THE**
19 **COMMISSION OR ORDER OF A COURT OF COMPETENT JURISDICTION.**

20 **(C) THE COMMISSION SHALL, BY A MAJORITY VOTE OF THE**
21 **ADMINISTRATORS, ADOPT BYLAWS OR RULES TO GOVERN ITS CONDUCT AS MAY BE**
22 **NECESSARY OR APPROPRIATE TO CARRY OUT THE PURPOSES AND EXERCISE THE**
23 **POWERS OF THIS COMPACT, INCLUDING:**

24 **(1) ESTABLISHING THE FISCAL YEAR OF THE COMMISSION;**

25 **(2) PROVIDING REASONABLE STANDARDS AND PROCEDURES:**

26 **(I) FOR THE ESTABLISHMENT AND MEETINGS OF OTHER**
27 **COMMITTEES; AND**

28 **(II) GOVERNING ANY GENERAL OR SPECIFIC DELEGATION OF**
29 **ANY AUTHORITY OR FUNCTION OF THE COMMISSION;**

30 **(3) PROVIDING REASONABLE PROCEDURES FOR CALLING AND**
31 **CONDUCTING MEETINGS OF THE COMMISSION, ENSURING REASONABLE ADVANCE**

1 NOTICE OF ALL MEETINGS, AND PROVIDING AN OPPORTUNITY FOR ATTENDANCE OF
2 SUCH MEETINGS BY INTERESTED PARTIES, WITH ENUMERATED EXCEPTIONS
3 DESIGNED TO PROTECT THE PUBLIC'S INTEREST, THE PRIVACY OF INDIVIDUALS,
4 AND PROPRIETARY INFORMATION, INCLUDING TRADE SECRETS;

5 (4) ESTABLISHING THE TITLES, DUTIES AND AUTHORITY, AND
6 REASONABLE PROCEDURES FOR THE ELECTION OF THE OFFICERS OF THE
7 COMMISSION;

8 (5) PROVIDING REASONABLE STANDARDS AND PROCEDURES FOR
9 THE ESTABLISHMENT OF THE PERSONNEL POLICIES AND PROGRAMS OF THE
10 COMMISSION; AND

11 (6) PROVIDING A MECHANISM FOR WINDING UP THE OPERATIONS OF
12 THE COMMISSION AND THE EQUITABLE DISPOSITION OF ANY SURPLUS FUNDS THAT
13 MAY EXIST AFTER THE TERMINATION OF THIS COMPACT AFTER THE PAYMENT OR
14 RESERVING OF ALL OF ITS DEBTS AND OBLIGATIONS.

15 (D) THE COMMISSION SHALL PUBLISH ITS BYLAWS AND RULES AND ANY
16 AMENDMENTS IN A CONVENIENT FORM ON THE WEB SITE OF THE COMMISSION.

17 (E) NOTWITHSTANDING ANY CIVIL SERVICE OR OTHER SIMILAR LAWS OF
18 ANY PARTY STATE, THE BYLAWS SHALL EXCLUSIVELY GOVERN THE PERSONNEL
19 POLICIES AND PROGRAMS OF THE COMMISSION.

20 (F) THE RULES SHALL HAVE THE FORCE AND EFFECT OF LAW AND SHALL
21 BE BINDING IN ALL PARTY STATES.

22 (G) THE COMMISSION SHALL MAINTAIN ITS FINANCIAL RECORDS IN
23 ACCORDANCE WITH THE BYLAWS.

24 (H) THE COMMISSION SHALL MEET AND TAKE ANY ACTIONS THAT ARE
25 CONSISTENT WITH THE PROVISIONS OF THIS COMPACT AND THE BYLAWS.

26 (I) THE COMMISSION HAS THE FOLLOWING POWERS:

27 (1) TO PROMULGATE UNIFORM RULES TO FACILITATE AND
28 COORDINATE IMPLEMENTATION AND ADMINISTRATION OF THIS COMPACT;

29 (2) TO BRING AND PROSECUTE LEGAL PROCEEDINGS OR ACTIONS IN
30 THE NAME OF THE COMMISSION, PROVIDED THAT THE STANDING OF ANY LICENSING
31 BOARD TO SUE OR BE SUED UNDER APPLICABLE LAW SHALL NOT BE AFFECTED;

1 **(3) TO PURCHASE AND MAINTAIN INSURANCE AND BONDS;**

2 **(4) TO BORROW, ACCEPT, OR CONTRACT FOR SERVICES OF**
3 **PERSONNEL, INCLUDING EMPLOYEES OF A PARTY STATE OR NONPROFIT**
4 **ORGANIZATIONS;**

5 **(5) TO COOPERATE WITH OTHER ORGANIZATIONS THAT ADMINISTER**
6 **STATE COMPACTS RELATED TO THE REGULATION OF NURSING, INCLUDING BUT NOT**
7 **LIMITED TO SHARING ADMINISTRATIVE OR STAFF EXPENSES, OFFICE SPACE, OR**
8 **OTHER RESOURCES;**

9 **(6) TO HIRE EMPLOYEES, ELECT OR APPOINT OFFICERS, FIX**
10 **COMPENSATION, DEFINE DUTIES, GRANT SUCH INDIVIDUALS APPROPRIATE**
11 **AUTHORITY TO CARRY OUT THE PURPOSES OF THIS COMPACT, AND ESTABLISH THE**
12 **COMMISSION'S PERSONNEL POLICIES AND PROGRAMS RELATING TO CONFLICTS OF**
13 **INTEREST, QUALIFICATIONS OF PERSONNEL, AND OTHER RELATED PERSONNEL**
14 **MATTERS;**

15 **(7) TO ACCEPT ANY AND ALL APPROPRIATE DONATIONS, GRANTS,**
16 **AND GIFTS OF MONEY, EQUIPMENT, SUPPLIES, MATERIALS, AND SERVICES, AND TO**
17 **RECEIVE, UTILIZE, AND DISPOSE OF THE SAME, PROVIDED THAT AT ALL TIMES THE**
18 **COMMISSION SHALL AVOID ANY APPEARANCE OF IMPROPRIETY OR CONFLICT OF**
19 **INTEREST;**

20 **(8) TO LEASE, PURCHASE, ACCEPT APPROPRIATE GIFTS OR**
21 **DONATIONS OF, OR OTHERWISE OWN, HOLD, IMPROVE, OR USE ANY PROPERTY,**
22 **WHETHER REAL, PERSONAL, OR MIXED, PROVIDED THAT AT ALL TIMES THE**
23 **COMMISSION SHALL AVOID ANY APPEARANCE OF IMPROPRIETY;**

24 **(9) TO SELL, CONVEY, MORTGAGE, PLEDGE, LEASE, EXCHANGE,**
25 **ABANDON, OR OTHERWISE DISPOSE OF ANY PROPERTY, WHETHER REAL, PERSONAL,**
26 **OR MIXED;**

27 **(10) TO ESTABLISH A BUDGET AND MAKE EXPENDITURES;**

28 **(11) TO BORROW MONEY;**

29 **(12) TO APPOINT COMMITTEES, INCLUDING ADVISORY COMMITTEES**
30 **COMPOSED OF ADMINISTRATORS, STATE NURSING REGULATORS, STATE**
31 **LEGISLATORS OR THEIR REPRESENTATIVES, CONSUMER REPRESENTATIVES, AND**
32 **OTHER INTERESTED PERSONS;**

1 **(13) TO PROVIDE AND RECEIVE INFORMATION FROM, AND TO**
2 **COOPERATE WITH, LAW ENFORCEMENT AGENCIES;**

3 **(14) TO ADOPT AND USE AN OFFICIAL SEAL; AND**

4 **(15) TO PERFORM SUCH OTHER FUNCTIONS AS MAY BE NECESSARY OR**
5 **APPROPRIATE TO ACHIEVE THE PURPOSES OF THIS COMPACT CONSISTENT WITH**
6 **THE STATE REGULATION OF NURSE LICENSURE AND PRACTICE.**

7 **(J) (1) THE COMMISSION SHALL PAY, OR PROVIDE FOR THE PAYMENT**
8 **OF, THE REASONABLE EXPENSES OF ITS ESTABLISHMENT, ORGANIZATION, AND**
9 **ONGOING ACTIVITIES.**

10 **(2) (I) SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE**
11 **COMMISSION MAY LEVY ON AND COLLECT AN ANNUAL ASSESSMENT FROM EACH**
12 **PARTY STATE TO COVER THE COST OF ITS OPERATIONS, ACTIVITIES, AND STAFF IN**
13 **ITS ANNUAL BUDGET AS APPROVED BY THE COMMISSION EACH YEAR.**

14 **(II) THE AGGREGATE ANNUAL ASSESSMENT AMOUNT, IF ANY,**
15 **SHALL BE ALLOCATED BASED ON A FORMULA TO BE DETERMINED BY THE**
16 **COMMISSION, WHICH SHALL PROMULGATE A RULE THAT IS BINDING ON ALL PARTY**
17 **STATES.**

18 **(3) THE COMMISSION MAY NOT:**

19 **(I) INCUR OBLIGATIONS OF ANY KIND PRIOR TO SECURING THE**
20 **FUNDS ADEQUATE TO MEET THE OBLIGATIONS OF THE COMMISSION; OR**

21 **(II) PLEDGE THE CREDIT OF ANY OF THE PARTY STATES,**
22 **EXCEPT BY, AND WITH THE AUTHORITY OF, THE PARTY STATE.**

23 **(4) (I) THE COMMISSION SHALL KEEP ACCURATE ACCOUNTS OF**
24 **ALL RECEIPTS AND DISBURSEMENTS.**

25 **(II) SUBJECT TO SUBPARAGRAPH (III) OF THIS PARAGRAPH,**
26 **THE RECEIPTS AND DISBURSEMENTS OF THE COMMISSION SHALL BE SUBJECT TO**
27 **THE AUDIT AND ACCOUNTING PROCEDURES ESTABLISHED UNDER ITS BYLAWS.**

28 **(III) ALL RECEIPTS AND DISBURSEMENTS OF FUNDS HANDLED**
29 **BY THE COMMISSION SHALL BE AUDITED YEARLY BY A CERTIFIED OR LICENSED**
30 **PUBLIC ACCOUNTANT, AND THE REPORT OF THE AUDIT SHALL BE INCLUDED IN AND**
31 **BECOME PART OF THE ANNUAL REPORT OF THE COMMISSION.**

1 **(K) THE COMMISSION SHALL ISSUE AN ANNUAL REPORT.**

2 **(L) (1) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
3 **PARAGRAPH, THE ADMINISTRATORS, OFFICERS, EXECUTIVE DIRECTOR,**
4 **EMPLOYEES, AND REPRESENTATIVES OF THE COMMISSION SHALL BE IMMUNE**
5 **FROM SUIT AND LIABILITY, EITHER PERSONALLY OR IN THEIR OFFICIAL CAPACITY,**
6 **FOR ANY CLAIM FOR DAMAGE TO OR LOSS OF PROPERTY OR PERSONAL INJURY OR**
7 **OTHER CIVIL LIABILITY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR ALLEGED**
8 **ACT, ERROR, OR OMISSION THAT OCCURRED, OR THAT THE PERSON AGAINST WHOM**
9 **THE CLAIM IS MADE HAD A REASONABLE BASIS FOR BELIEVING OCCURRED, WITHIN**
10 **THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES.**

11 **(II) NOTHING IN SUBPARAGRAPH (I) OF THIS PARAGRAPH**
12 **SHALL BE CONSTRUED TO PROTECT ANY PERSON FROM SUIT OR LIABILITY FOR ANY**
13 **DAMAGE, LOSS, INJURY, OR LIABILITY CAUSED BY THE INTENTIONAL, WILLFUL, OR**
14 **WANTON MISCONDUCT OF THAT PERSON.**

15 **(2) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
16 **PARAGRAPH, THE COMMISSION SHALL DEFEND ANY ADMINISTRATOR, OFFICER,**
17 **EXECUTIVE DIRECTOR, EMPLOYEE, OR REPRESENTATIVE OF THE COMMISSION IN**
18 **ANY CIVIL ACTION SEEKING TO IMPOSE LIABILITY ARISING OUT OF ANY ACTUAL OR**
19 **ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED WITHIN THE SCOPE OF**
20 **COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, OR THAT THE PERSON**
21 **AGAINST WHOM THE CLAIM IS MADE HAD A REASONABLE BASIS FOR BELIEVING**
22 **OCCURRED WITHIN THE SCOPE OF COMMISSION EMPLOYMENT, DUTIES, OR**
23 **RESPONSIBILITIES.**

24 **(II) NOTHING IN SUBPARAGRAPH (I) OF THIS PARAGRAPH**
25 **SHALL BE CONSTRUED TO:**

26 1. **PROHIBIT A PERSON FROM RETAINING THE PERSON'S**
27 **OWN COUNSEL; OR**

28 2. **PROTECT ANY PERSON FROM SUIT OR LIABILITY FOR**
29 **ANY DAMAGE, LOSS, INJURY, OR LIABILITY CAUSED BY THE INTENTIONAL, WILLFUL,**
30 **OR WANTON MISCONDUCT OF THAT PERSON.**

31 **(3) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**
32 **PARAGRAPH, THE COMMISSION SHALL INDEMNIFY AND HOLD HARMLESS ANY**
33 **ADMINISTRATOR, OFFICER, EXECUTIVE DIRECTOR, EMPLOYEE, OR**
34 **REPRESENTATIVE OF THE COMMISSION FOR THE AMOUNT OF ANY SETTLEMENT OR**
35 **JUDGMENT OBTAINED AGAINST THAT PERSON ARISING OUT OF ANY ACTUAL OR**
36 **ALLEGED ACT, ERROR, OR OMISSION THAT OCCURRED WITHIN THE SCOPE OF**

1 COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES, OR THAT THE PERSON
2 HAD A REASONABLE BASIS FOR BELIEVING OCCURRED WITHIN THE SCOPE OF
3 COMMISSION EMPLOYMENT, DUTIES, OR RESPONSIBILITIES.

4 (II) NOTHING IN SUBPARAGRAPH (I) OF THIS PARAGRAPH
5 SHALL BE CONSTRUED TO PROTECT ANY PERSON FROM SUIT OR LIABILITY FOR ANY
6 DAMAGE, LOSS, INJURY, OR LIABILITY CAUSED BY THE INTENTIONAL, WILLFUL, OR
7 WANTON MISCONDUCT OF THAT PERSON.

8 ARTICLE VIII. RULEMAKING.

9 14.

10 (A) (1) THE COMMISSION SHALL EXERCISE ITS RULEMAKING POWERS IN
11 ACCORDANCE WITH THE CRITERIA IN THIS ARTICLE AND THE RULES ADOPTED
12 UNDER THIS ARTICLE.

13 (2) RULES AND AMENDMENTS TO THE RULES SHALL BECOME
14 BINDING AS OF THE DATE SPECIFIED IN EACH RULE OR AMENDMENT AND SHALL
15 HAVE THE SAME FORCE AND EFFECT AS PROVISIONS OF THIS COMPACT.

16 (B) RULES OR AMENDMENTS TO THE RULES SHALL BE ADOPTED AT A
17 REGULAR OR SPECIAL MEETING OF THE COMMISSION.

18 (C) BEFORE ADOPTION OF A FINAL RULE OR RULES BY THE COMMISSION,
19 AND AT LEAST 60 DAYS IN ADVANCE OF THE MEETING AT WHICH THE RULE OR RULES
20 WILL BE CONSIDERED AND VOTED ON, THE COMMISSION SHALL FILE A NOTICE OF
21 PROPOSED RULEMAKING:

22 (1) ON THE WEB SITE OF THE COMMISSION; AND

23 (2) ON THE WEB SITE OF EACH LICENSING BOARD OR THE
24 PUBLICATION IN WHICH EACH PARTY STATE WOULD OTHERWISE PUBLISH
25 PROPOSED RULES.

26 (D) THE NOTICE OF PROPOSED RULEMAKING SHALL INCLUDE:

27 (1) THE PROPOSED TIME, DATE, AND LOCATION OF THE MEETING IN
28 WHICH THE PROPOSED RULE OR AMENDMENT WILL BE CONSIDERED AND VOTED ON;

29 (2) THE TEXT OF THE PROPOSED RULE OR AMENDMENT, AND THE
30 REASON FOR THE PROPOSED RULE OR AMENDMENT;

1 **(3) A REQUEST FOR COMMENTS ON THE PROPOSED RULE OR**
2 **AMENDMENT FROM ANY INTERESTED PERSON; AND**

3 **(4) THE MANNER IN WHICH INTERESTED PERSONS MAY SUBMIT**
4 **NOTICE TO THE COMMISSION OF THEIR INTENTION TO ATTEND THE PUBLIC**
5 **HEARING AND ANY WRITTEN COMMENTS.**

6 **(E) BEFORE ADOPTION OF A PROPOSED RULE OR AMENDMENT, THE**
7 **COMMISSION SHALL ALLOW PERSONS TO SUBMIT WRITTEN DATA, FACTS, OPINIONS,**
8 **AND ARGUMENTS, WHICH SHALL BE MADE AVAILABLE TO THE PUBLIC.**

9 **(F) EXCEPT AS PROVIDED IN SUBSECTION (K) OF THIS SECTION, THE**
10 **COMMISSION SHALL GRANT AN OPPORTUNITY FOR A PUBLIC HEARING BEFORE IT**
11 **ADOPTS A RULE OR AN AMENDMENT.**

12 **(G) (1) THE COMMISSION SHALL PUBLISH THE PLACE, TIME, AND DATE**
13 **OF THE SCHEDULED PUBLIC HEARING.**

14 **(2) HEARINGS SHALL BE CONDUCTED IN A MANNER PROVIDING EACH**
15 **PERSON WHO WISHES TO COMMENT A FAIR AND REASONABLE OPPORTUNITY TO**
16 **COMMENT ORALLY OR IN WRITING.**

17 **(3) ALL HEARINGS SHALL BE RECORDED, AND A COPY SHALL BE**
18 **MADE AVAILABLE ON REQUEST.**

19 **(4) (I) NOTHING IN THIS SECTION SHALL BE CONSTRUED AS**
20 **REQUIRING A SEPARATE HEARING ON EACH RULE OR AMENDMENT.**

21 **(II) RULES OR AMENDMENTS MAY BE GROUPED FOR THE**
22 **CONVENIENCE OF THE COMMISSION AT HEARINGS REQUIRED BY THIS SECTION.**

23 **(H) IF NO ONE APPEARS AT THE PUBLIC HEARING, THE COMMISSION MAY**
24 **PROCEED WITH ADOPTION OF THE PROPOSED RULE OR AMENDMENT.**

25 **(I) FOLLOWING THE SCHEDULED HEARING DATE, OR BY THE CLOSE OF**
26 **BUSINESS ON THE SCHEDULED HEARING DATE IF THE HEARING WAS NOT HELD, THE**
27 **COMMISSION SHALL CONSIDER ALL WRITTEN AND ORAL COMMENTS RECEIVED.**

28 **(J) THE COMMISSION SHALL BY MAJORITY VOTE OF ALL ADMINISTRATORS:**

29 **(1) TAKE FINAL ACTION ON THE PROPOSED RULE OR AMENDMENT;**
30 **AND**

1 **(2) DETERMINE THE EFFECTIVE DATE OF THE RULE OR AMENDMENT,**
2 **IF ANY, BASED ON THE RULEMAKING RECORD AND THE FULL TEXT OF THE RULE OR**
3 **AMENDMENT.**

4 **(K) (1) ON DETERMINATION THAT AN EMERGENCY EXISTS, THE**
5 **COMMISSION MAY CONSIDER AND ADOPT AN EMERGENCY RULE OR AMENDMENT**
6 **WITHOUT PRIOR NOTICE OR AN OPPORTUNITY FOR COMMENT OR A HEARING.**

7 **(2) THE USUAL RULEMAKING PROCEDURES PROVIDED IN THIS**
8 **COMPACT AND IN THIS SECTION SHALL BE RETROACTIVELY APPLIED TO THE RULE**
9 **OR AMENDMENT AS SOON AS REASONABLY POSSIBLE, BUT IN NO EVENT LATER THAN**
10 **90 DAYS AFTER THE EFFECTIVE DATE OF THE RULE OR AMENDMENT.**

11 **(3) FOR THE PURPOSES OF THIS SUBSECTION, AN EMERGENCY RULE**
12 **IS ONE THAT MUST BE ADOPTED IMMEDIATELY IN ORDER TO:**

13 **(I) MEET AN IMMINENT THREAT TO PUBLIC HEALTH, SAFETY,**
14 **OR WELFARE;**

15 **(II) PREVENT A LOSS OF COMMISSION OR PARTY STATE FUNDS;**
16 **OR**

17 **(III) MEET A DEADLINE FOR THE ADOPTION OF AN**
18 **ADMINISTRATIVE RULE THAT IS REQUIRED BY FEDERAL LAW OR RULE.**

19 **(L) (1) THE COMMISSION MAY REVISE A PREVIOUSLY ADOPTED RULE OR**
20 **AMENDMENT FOR PURPOSES OF CORRECTING TYPOGRAPHICAL ERRORS, ERRORS IN**
21 **FORMAT, ERRORS IN CONSISTENCY, OR GRAMMATICAL ERRORS.**

22 **(2) PUBLIC NOTICE OF ANY REVISIONS SHALL BE POSTED ON THE**
23 **WEB SITE OF THE COMMISSION.**

24 **(3) (I) SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE**
25 **REVISION SHALL BE SUBJECT TO CHALLENGE BY ANY PERSON FOR A PERIOD OF 30**
26 **DAYS AFTER POSTING.**

27 **(II) THE REVISION MAY BE CHALLENGED ONLY ON GROUNDS**
28 **THAT THE REVISION RESULTS IN A MATERIAL CHANGE TO A RULE OR AN**
29 **AMENDMENT.**

30 **(III) A CHALLENGE SHALL BE MADE IN WRITING AND DELIVERED**
31 **TO THE COMMISSION BEFORE THE END OF THE NOTICE PERIOD.**

1 (IV) IF NO CHALLENGE IS MADE, THE REVISION WILL TAKE
2 EFFECT WITHOUT FURTHER ACTION.

3 (V) IF THE REVISION IS CHALLENGED, THE REVISION MAY NOT
4 TAKE EFFECT WITHOUT THE APPROVAL OF THE COMMISSION.

5 ARTICLE IX. OVERSIGHT, DISPUTE RESOLUTION, AND ENFORCEMENT.

6 15.

7 (A) (1) EACH PARTY STATE SHALL ENFORCE THIS COMPACT AND TAKE
8 ALL ACTIONS NECESSARY AND APPROPRIATE TO EFFECTUATE THIS COMPACT'S
9 PURPOSES AND INTENT.

10 (2) THE COMMISSION SHALL:

11 (I) BE ENTITLED TO RECEIVE SERVICE OF PROCESS IN ANY
12 PROCEEDING THAT MAY AFFECT THE POWERS, RESPONSIBILITIES, OR ACTIONS OF
13 THE COMMISSION; AND

14 (II) HAVE STANDING TO INTERVENE IN A PROCEEDING FOR ALL
15 PURPOSES.

16 (3) FAILURE TO PROVIDE SERVICE OF PROCESS IN A PROCEEDING TO
17 THE COMMISSION SHALL RENDER A JUDGMENT OR ORDER VOID AS TO THE
18 COMMISSION, THIS COMPACT, OR THE ADOPTED RULES.

19 (B) (1) IF THE COMMISSION DETERMINES THAT A PARTY STATE HAS
20 DEFAULTED IN THE PERFORMANCE OF ITS OBLIGATIONS OR RESPONSIBILITIES
21 UNDER THIS COMPACT OR THE ADOPTED RULES, THE COMMISSION SHALL:

22 (I) PROVIDE WRITTEN NOTICE TO THE DEFAULTING STATE
23 AND OTHER PARTY STATES OF THE NATURE OF THE DEFAULT, THE PROPOSED
24 MEANS OF CURING THE DEFAULT, OR ANY OTHER ACTION TO BE TAKEN BY THE
25 COMMISSION; AND

26 (II) PROVIDE REMEDIAL TRAINING AND SPECIFIC TECHNICAL
27 ASSISTANCE REGARDING THE DEFAULT.

28 (2) (I) IF A STATE IN DEFAULT FAILS TO CURE THE DEFAULT, THE
29 DEFAULTING STATE'S MEMBERSHIP IN THIS COMPACT MAY BE TERMINATED ON AN
30 AFFIRMATIVE VOTE OF A MAJORITY OF THE ADMINISTRATORS, AND ALL RIGHTS,

1 PRIVILEGES, AND BENEFITS CONFERRED BY THIS COMPACT MAY BE TERMINATED
2 ON THE EFFECTIVE DATE OF TERMINATION.

3 (II) A CURE OF THE DEFAULT DOES NOT RELIEVE THE
4 OFFENDING STATE OF OBLIGATIONS OR LIABILITIES INCURRED DURING THE
5 PERIOD OF DEFAULT.

6 (3) (I) TERMINATION OF MEMBERSHIP IN THIS COMPACT SHALL
7 BE IMPOSED ONLY AFTER ALL OTHER MEANS OF SECURING COMPLIANCE HAVE
8 BEEN EXHAUSTED.

9 (II) NOTICE OF INTENT TO SUSPEND OR TERMINATE SHALL BE
10 GIVEN BY THE COMMISSION TO THE GOVERNOR OF THE DEFAULTING STATE, TO THE
11 EXECUTIVE OFFICER OF THE DEFAULTING STATE'S LICENSING BOARD, AND TO EACH
12 OF THE PARTY STATES.

13 (4) A STATE WHOSE MEMBERSHIP IN THIS COMPACT HAS BEEN
14 TERMINATED IS RESPONSIBLE FOR ALL ASSESSMENTS, OBLIGATIONS, AND
15 LIABILITIES INCURRED THROUGH THE EFFECTIVE DATE OF TERMINATION,
16 INCLUDING OBLIGATIONS THAT EXTEND BEYOND THE EFFECTIVE DATE OF
17 TERMINATION.

18 (5) THE COMMISSION MAY NOT BEAR ANY COSTS RELATED TO A
19 STATE THAT IS FOUND TO BE IN DEFAULT OR WHOSE MEMBERSHIP IN THIS
20 COMPACT HAS BEEN TERMINATED UNLESS AGREED ON IN WRITING BETWEEN THE
21 COMMISSION AND THE DEFAULTING STATE.

22 (6) (I) THE DEFAULTING STATE MAY APPEAL THE ACTION OF THE
23 COMMISSION BY PETITIONING THE U.S. DISTRICT COURT FOR THE DISTRICT OF
24 COLUMBIA OR THE FEDERAL DISTRICT IN WHICH THE COMMISSION HAS ITS
25 PRINCIPAL OFFICES.

26 (II) THE PREVAILING PARTY SHALL BE AWARDED ALL COSTS OF
27 SUCH LITIGATION, INCLUDING REASONABLE ATTORNEYS' FEES.

28 (C) (1) ON REQUEST BY A PARTY STATE, THE COMMISSION SHALL
29 ATTEMPT TO RESOLVE DISPUTES RELATED TO THE COMPACT THAT ARISE AMONG
30 PARTY STATES AND BETWEEN PARTY AND NONPARTY STATES.

31 (2) THE COMMISSION SHALL ADOPT A RULE PROVIDING FOR BOTH
32 MEDIATION AND BINDING DISPUTE RESOLUTION FOR DISPUTES, AS APPROPRIATE.

1 **(3) IN THE EVENT THE COMMISSION CANNOT RESOLVE DISPUTES**
2 **AMONG PARTY STATES ARISING UNDER THIS COMPACT:**

3 **(I) THE PARTY STATES MAY SUBMIT THE ISSUES IN DISPUTE TO**
4 **AN ARBITRATION PANEL, WHICH WILL BE COMPOSED OF INDIVIDUALS APPOINTED**
5 **BY THE COMPACT ADMINISTRATOR IN EACH OF THE AFFECTED PARTY STATES AND**
6 **AN INDIVIDUAL MUTUALLY AGREED ON BY THE COMPACT ADMINISTRATORS OF ALL**
7 **THE PARTY STATES INVOLVED IN THE DISPUTE; AND**

8 **(II) THE DECISION OF A MAJORITY OF THE ARBITRATORS SHALL**
9 **BE FINAL AND BINDING.**

10 **(D) (1) THE COMMISSION, IN THE REASONABLE EXERCISE OF ITS**
11 **DISCRETION, SHALL ENFORCE THE PROVISIONS AND RULES OF THIS COMPACT.**

12 **(2) (I) BY MAJORITY VOTE, THE COMMISSION MAY INITIATE LEGAL**
13 **ACTION IN THE U.S. DISTRICT COURT FOR THE DISTRICT OF COLUMBIA OR THE**
14 **FEDERAL DISTRICT IN WHICH THE COMMISSION HAS ITS PRINCIPAL OFFICES**
15 **AGAINST A PARTY STATE THAT IS IN DEFAULT TO ENFORCE COMPLIANCE WITH THE**
16 **PROVISIONS OF THIS COMPACT AND ITS ADOPTED RULES AND BYLAWS.**

17 **(II) THE RELIEF SOUGHT MAY INCLUDE BOTH INJUNCTIVE**
18 **RELIEF AND DAMAGES.**

19 **(III) IN THE EVENT JUDICIAL ENFORCEMENT IS NECESSARY, THE**
20 **PREVAILING PARTY SHALL BE AWARDED ALL COSTS OF SUCH LITIGATION,**
21 **INCLUDING REASONABLE ATTORNEYS' FEES.**

22 **(3) (I) THE REMEDIES PROVIDED FOR IN THIS ARTICLE MAY NOT**
23 **BE THE EXCLUSIVE REMEDIES OF THE COMMISSION.**

24 **(II) THE COMMISSION MAY PURSUE ANY OTHER REMEDIES**
25 **AVAILABLE UNDER FEDERAL OR STATE LAW.**

26 Article X. [Entry into Force,] **EFFECTIVE DATE**, Withdrawal, and Amendment.

27 [13.

28 (a) This Compact shall enter into force and become effective as to any state when
29 it has been enacted into the laws of that state. Any party state may withdraw from this
30 Compact by enacting a statute repealing this Compact, but no such withdrawal may take
31 effect until 6 months after the withdrawing state has given notice of the withdrawal to the
32 executive heads of all other party states.

1 (b) No withdrawal may affect the validity or applicability of state nurse licensing
2 boards remaining party to this Compact in reporting an adverse action that occurs prior to
3 the withdrawal.

4 (c) Nothing contained in this Compact may be construed to invalidate or prevent
5 any nurse licensing agreement or other cooperative agreement between a party state and
6 a nonparty state that is made in accordance with other provisions of this Compact.

7 (d) This Compact may be amended by the party states. No amendment to this
8 Compact may be effective until it is enacted into the laws of all party states.]

9 **16.**

10 (A) (1) **THIS COMPACT SHALL BECOME EFFECTIVE AND BINDING ON THE**
11 **EARLIER OF THE DATE OF LEGISLATIVE ENACTMENT OF THIS COMPACT INTO LAW**
12 **BY NO LESS THAN 26 STATES OR DECEMBER 31, 2018.**

13 (2) **ALL PARTY STATES TO THIS COMPACT THAT ALSO WERE PARTIES**
14 **TO THE PRIOR NURSE MULTISTATE LICENSURE COMPACT (“PRIOR COMPACT”),**
15 **SUPERSEDED BY THIS COMPACT, SHALL BE DEEMED TO HAVE WITHDRAWN FROM**
16 **THE PRIOR COMPACT WITHIN 6 MONTHS AFTER THE EFFECTIVE DATE OF THIS**
17 **COMPACT.**

18 (B) **EACH PARTY STATE TO THIS COMPACT SHALL CONTINUE TO RECOGNIZE**
19 **A NURSE’S MULTISTATE LICENSURE PRIVILEGE TO PRACTICE IN THAT PARTY STATE**
20 **ISSUED UNDER THE PRIOR COMPACT UNTIL SUCH PARTY STATE HAS WITHDRAWN**
21 **FROM THE PRIOR COMPACT.**

22 (C) (1) **ANY PARTY STATE MAY WITHDRAW FROM THIS COMPACT BY**
23 **ENACTING A STATUTE REPEALING THE COMPACT.**

24 (2) **A PARTY STATE’S WITHDRAWAL MAY NOT TAKE EFFECT UNTIL 6**
25 **MONTHS AFTER ENACTMENT OF THE REPEALING STATUTE.**

26 (D) **A PARTY STATE’S WITHDRAWAL OR TERMINATION MAY NOT AFFECT THE**
27 **CONTINUING REQUIREMENT OF THE WITHDRAWING OR TERMINATED STATE’S**
28 **LICENSING BOARD TO REPORT ADVERSE ACTIONS AND SIGNIFICANT**
29 **INVESTIGATIONS OCCURRING BEFORE THE EFFECTIVE DATE OF THE WITHDRAWAL**
30 **OR TERMINATION.**

31 (E) **NOTHING CONTAINED IN THIS COMPACT SHALL BE CONSTRUED TO**
32 **INVALIDATE OR PREVENT ANY NURSE LICENSURE AGREEMENT OR OTHER**
33 **COOPERATIVE ARRANGEMENT BETWEEN A PARTY STATE AND A NONPARTY STATE**
34 **THAT IS MADE IN ACCORDANCE WITH THE OTHER PROVISIONS OF THIS COMPACT.**

1 (F) (1) THIS COMPACT MAY BE AMENDED BY THE PARTY STATES.

2 (2) AN AMENDMENT TO THIS COMPACT MAY NOT BECOME EFFECTIVE
3 AND BINDING ON THE PARTY STATES UNLESS AND UNTIL IT IS ENACTED INTO THE
4 LAWS OF ALL PARTY STATES.

5 (G) REPRESENTATIVES OF NONPARTY STATES TO THIS COMPACT SHALL BE
6 INVITED TO PARTICIPATE IN THE ACTIVITIES OF THE COMMISSION, ON A
7 NONVOTING BASIS, BEFORE THE ADOPTION OF THIS COMPACT BY ALL STATES.

8 Article XI. Construction and Severability.

9 [14.] 17.

10 (a) This Compact shall be liberally construed so as to effectuate the [purpose]
11 PURPOSES of the Compact.

12 (B) The provisions of this Compact shall be severable, and if any phrase, clause,
13 sentence, or provision of this Compact is declared to be contrary to the [Constitution of the
14 United States or of the party states,] CONSTITUTION OF ANY PARTY STATE OR OF THE
15 UNITED STATES, or IF the applicability thereof to any government, agency, person, or
16 circumstance is held invalid, the validity of the remainder of this Compact and the
17 applicability thereof to any government, agency, person, or circumstance may not be
18 affected thereby.

19 (C) If this Compact is held to be contrary to the constitution of a party state, this
20 Compact shall remain in full force and effect as to the remaining party states[,] and [to the
21 party state] IN FULL FORCE AND EFFECT AS TO THE PARTY STATE affected as to all
22 severable matters.

23 [(b) In the event that party states find a need for settling disputes arising under
24 this Compact:

25 (1) The party states may submit the issues in dispute to an arbitration
26 panel which shall be comprised of an individual appointed by the Compact administrator
27 in the home state, an individual appointed by the Compact administrator in the remote
28 state or states involved in the dispute, and an individual who is chosen by mutual
29 agreement of all of the party states involved in the dispute; and

30 (2) The decision of a majority of the arbitrators shall be final and binding.]

31 8-7A-02.

1 Judicial review of the validity of discipline in another state as set forth in Article V
2 of this Compact shall be limited to the issue of the identity of the individual who was
3 disciplined in another state.

4 8-7A-03.

5 (a) This Nurse [Multistate] Licensure Compact may not nullify any other
6 provision in this title or any other title applicable to the practice of nursing in the State.

7 (b) In any instance where this Nurse [Multistate] Licensure Compact is silent as
8 to an issue, the other provisions of this title and any regulations promulgated under this
9 title shall prevail.

10 8-7A-04.

11 In addition to the powers and duties set forth in this title, the Board shall promulgate
12 regulations to effectuate the provisions of this Nurse [Multistate] Licensure Compact.

13 8-7A-05.

14 This Nurse [Multistate] Licensure Compact:

15 (a) Is designed to facilitate the regulation of nurses, and may not relieve
16 employers from complying with contractual and statutorily imposed obligations; and

17 (b) May not supersede existing State labor laws.

18 SECTION 2. AND BE IT FURTHER ENACTED, That this Act may not take effect
19 until a substantially similar act is enacted by at least 26 other states or on December 31,
20 2018, whichever occurs first, in accordance with Article X, § 16(a)(1) of the Nurse Licensure
21 Compact, as enacted by Section 1 of this Act. If 26 other states enact a substantially similar
22 act before December 31, 2018, the State Board of Nursing shall notify the Department of
23 Legislative Services within 5 days after the 26th state has enacted the act.

24 SECTION 3. AND BE IT FURTHER ENACTED, That, subject to Section 2 of this
25 Act, this Act shall take effect July 1, 2017.