

2  
3 State of Arkansas  
4 94th General Assembly

# A Bill

JMB/JMB  
HOUSE BILL

5  
6  
7 By: Representative Unger

8  
9 Filed with: House Committee on Public Health, Welfare, and Labor  
10 pursuant to A.C.A. §10-3-217.

## For An Act To Be Entitled

11 AN ACT TO ADOPT THE ADVANCED PRACTICE REGISTERED  
12 NURSE COMPACT IN ARKANSAS; AND FOR OTHER PURPOSES.  
13

### Subtitle

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15  
16 TO ADOPT THE ADVANCED PRACTICE  
17 REGISTERED NURSE COMPACT IN ARKANSAS.  
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19  
20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

21  
22 SECTION 1. Arkansas Code Title 17, Chapter 87, is amended to add an  
23 additional subchapter to read as follows:

24 Subchapter 9 – Advanced Practice Registered Nurse Compact

25  
26 17-87-901. Text of compact.

27 The Advanced Practice Registered Nurse Compact is enacted into law and  
28 entered into by this state with all states legally joining therein and in the  
29 form substantially as follows:

30  
31 ADVANCED PRACTICE REGISTERED NURSE COMPACT

### ARTICLE I

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35 Findings and Declaration of Purpose  
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1           a. The party states find that:

2                   1. The health and safety of the public are affected by the  
3 degree of compliance with APRN licensure requirements and the effectiveness  
4 of enforcement activities related to state APRN licensure laws;

5                   2. Violations of APRN licensure and other laws regulating the  
6 practice of nursing may result in injury or harm to the public;

7                   3. The expanded mobility of APRNs and the use of advanced  
8 communication and intervention technologies as part of our nation's health  
9 care delivery system require greater coordination and cooperation among  
10 states in the areas of APRN licensure and regulation;

11                   4. New practice modalities and technology make compliance with  
12 individual state APRN licensure laws difficult and complex;

13                   5. The current system of duplicative APRN licensure for APRNs  
14 practicing in multiple states is cumbersome and redundant for healthcare  
15 delivery systems, payors, state licensing boards, regulators and APRNs;

16                   6. Uniformity of APRN licensure requirements throughout the  
17 states promotes public safety and public health benefits as well as providing  
18 a mechanism to increase access to care.

19           b. The general purposes of this Compact are to:

20                   1. Facilitate the states' responsibility to protect the public's  
21 health and safety;

22                   2. Ensure and encourage the cooperation of party states in the  
23 areas of APRN licensure and regulation, including promotion of uniform  
24 licensure requirements;

25                   3. Facilitate the exchange of information between party states  
26 in the areas of APRN regulation, investigation and adverse actions;

27                   4. Promote compliance with the laws governing APRN practice in  
28 each jurisdiction;

29                   5. Invest all party states with the authority to hold an APRN  
30 accountable for meeting all state practice laws in the state in which the  
31 patient is located at the time care is rendered through the mutual  
32 recognition of party state privileges to practice;

33                   6. Decrease redundancies in the consideration and issuance of  
34 APRN licenses; and

35                   7. Provide opportunities for interstate practice by APRNs who  
36 meet uniform licensure requirements.

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ARTICLE II

Definitions

As used in this Compact:

a. “Advanced practice registered nurse” or “APRN” means a registered nurse who has gained additional specialized knowledge, skills and experience through a program of study recognized or defined by the Interstate Commission of APRN Compact Administrators (“Commission”), and who is licensed to perform advanced nursing practice. An advanced practice registered nurse is licensed in an APRN role that is congruent with an APRN educational program, certification, and Commission rules.

b. “Adverse action” means any administrative, civil, equitable or criminal action permitted by a state’s laws which is imposed by a licensing board or other authority against an APRN, including actions against an individual’s license or multistate licensure privilege such as revocation, suspension, probation, monitoring of the licensee, limitation on the licensee’s practice, or any other encumbrance on licensure affecting an APRN’s authorization to practice, including the issuance of a cease and desist action.

c. “Alternative program” means a, non-disciplinary monitoring program approved by a licensing board.

d. “APRN licensure” means the regulatory mechanism used by a party state to grant legal authority to practice as an APRN.

e. “APRN uniform licensure requirements” means the minimum uniform licensure, education and examination requirements set forth in Article III.b of this Compact.

f. “Coordinated licensure information system” means an integrated process for collecting, storing and sharing information on APRN licensure and enforcement activities related to APRN licensure laws that is administered by a nonprofit organization composed of and controlled by licensing boards.

g. “Current significant investigatory information” means:  
1. Investigative information that a licensing board, after a preliminary inquiry that includes notification and an opportunity for the APRN to respond, if required by state law, has reason to believe is not groundless and, if proved true, would indicate more than a minor infraction;

1 or

2 2. Investigative information that indicates that the APRN  
3 represents an immediate threat to public health and safety regardless of  
4 whether the APRN has been notified and had an opportunity to respond.

5 h. "Encumbrance" means a revocation or suspension of, or any  
6 limitation on, the full and unrestricted practice of nursing imposed by a  
7 licensing board in connection with a disciplinary proceeding.

8 i. "Home state" means the party state that is the APRN's primary state  
9 of residence.

10 j. "Licensing board" means a party state's regulatory body responsible  
11 for regulating the practice of advanced practice registered nursing.

12 k. "Multistate license" means an APRN license to practice as an APRN  
13 issued by a home state licensing board that authorizes the APRN to practice  
14 as an APRN in all party states under a multistate licensure privilege, in the  
15 same role and population focus as the APRN is licensed in the home state.

16 l. "Multistate licensure privilege" means a legal authorization  
17 associated with an APRN multistate license that permits an APRN to practice  
18 as an APRN in a remote state, in the same role and population focus as the  
19 APRN is licensed in the home state.

20 m. "Non-controlled prescription drug" means a device or drug that is  
21 not a controlled substance and is prohibited under state or federal law from  
22 being dispensed without a prescription. The term includes a device or drug  
23 that bears or is required to bear the legend "Caution: federal law prohibits  
24 dispensing without prescription" or "prescription only" or other legend that  
25 complies with federal law.

26 n. "Party state" means any state that has adopted this Compact.

27 o. "Population focus" means one of the six population foci of  
28 family/individual across the lifespan, adult-gerontology, pediatrics,  
29 neonatal, women's health/gender-related and psych/mental health.

30 p. "Prescriptive authority" means the legal authority to prescribe  
31 medications and devices as defined by party state laws.

32 q. "Remote state" means a party state that is not the home state.

33 r. "Role" means one of the four recognized roles of certified  
34 registered nurse anesthetists (CRNA), certified nurse-midwives (CNM),  
35 clinical nurse specialists (CNS) and certified nurse practitioners (CNP).

36 s. "Single-state license" means an APRN license issued by a party

1 state that authorizes practice only within the issuing state and does not  
2 include a multistate licensure privilege to practice in any other party  
3 state.

4 t. "State" means a state, territory or possession of the United States  
5 and the District of Columbia.

6 u. "State practice laws" means a party state's laws, rules, and  
7 regulations that govern APRN practice, define the scope of advanced nursing  
8 practice and create the methods and grounds for imposing discipline except  
9 that prescriptive authority shall be treated in accordance with Article III.f  
10 and g of this Compact. "State practice laws" does not include:

11 1. A party state's laws, rules, and regulations requiring  
12 supervision or collaboration with a healthcare professional, except for laws,  
13 rules, and regulations regarding prescribing controlled substances;

14 2. the requirements necessary to obtain and retain an APRN  
15 license, except for qualifications or requirements of the home state.

16  
17 ARTICLE III

18  
19 General Provisions and Jurisdiction

20  
21 a. A state must implement procedures for considering the criminal  
22 history records of applicants for initial APRN licensure or APRN licensure by  
23 endorsement. Such procedures shall include the submission of fingerprints or  
24 other biometric-based information by APRN applicants for the purpose of  
25 obtaining an applicant's criminal history record information from the Federal  
26 Bureau of Investigation and the agency responsible for retaining that state's  
27 criminal records.

28 b. Each party state shall require an applicant to satisfy the  
29 following APRN uniform licensure requirements to obtain or retain a  
30 multistate license in the home state:

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

33 2. i. Has completed an accredited graduate-level education  
34 program that prepares the applicant for one of the four recognized roles and  
35 population foci; or

36 ii. Has completed a foreign APRN education program for one

1 of the four recognized roles and population foci that (a) has been approved  
2 by the authorized accrediting body in the applicable country and (b) has been  
3 verified by an independent credentials review agency to be comparable to a  
4 licensing board-approved APRN education program;

5 3. Has, if a graduate of a foreign APRN education program not  
6 taught in English or if English is not the individual's native language,  
7 successfully passed an English proficiency examination that includes the  
8 components of reading, speaking, writing and listening;

9 4. Has successfully passed a national certification examination  
10 that measures APRN, role and population-focused competencies and maintains  
11 continued competence as evidenced by recertification in the role and  
12 population focus through the national certification program;

13 5. Holds an active, unencumbered license as a registered nurse  
14 and an active, unencumbered authorization to practice as an APRN;

15 6. Has successfully passed an NCLEX-RN® examination or  
16 recognized predecessor, as applicable;

17 7. Has practiced for at least 2,080 hours as an APRN in a role  
18 and population focus congruent with the applicant's education and training.  
19 For purposes of this section, practice shall not include hours obtained as  
20 part of enrollment in an APRN education program;

21 8. Has submitted, in connection with an application for initial  
22 licensure or licensure by endorsement, fingerprints or other biometric data  
23 for the purpose of obtaining criminal history record information from the  
24 Federal Bureau of Investigation and the agency responsible for retaining that  
25 state or, if applicable, foreign country's criminal records;

26 9. Has not been convicted or found guilty, or has entered into  
27 an agreed disposition, of a felony offense under applicable state, federal or  
28 foreign criminal law.

29 10. Has not been convicted or found guilty, or has entered into  
30 an agreed disposition, of a misdemeanor offense related to the practice of  
31 nursing as determined by factors set forth in rules adopted by the  
32 Commission;

33 11. Is not currently enrolled in an alternative program;

34 12. Is subject to self-disclosure requirements regarding current  
35 participation in an alternative program; and

36 13. Has a valid United States Social Security number.

1       c. An APRN issued a multistate license shall be licensed in an  
2 approved role and at least one approved population focus.

3       d. An APRN multistate license issued by a home state to a resident in  
4 that state will be recognized by each party state as authorizing the APRN to  
5 practice as an APRN in each party state, under a multistate licensure  
6 privilege, in the same role and population focus as the APRN is licensed in  
7 the home state.

8       e. Nothing in this Compact shall affect the requirements established  
9 by a party state for the issuance of a single-state license, except that an  
10 individual may apply for a single-state license, instead of a multistate  
11 license, even if otherwise qualified for the multistate license. However, the  
12 failure of such an individual to affirmatively opt for a single state license  
13 may result in the issuance of a multistate license.

14       f. Issuance of an APRN multistate license shall include prescriptive  
15 authority for noncontrolled prescription drugs.

16       g. For each state in which an APRN seeks authority to prescribe  
17 controlled substances, the APRN shall satisfy all requirements imposed by  
18 such state in granting and/or renewing such authority.

19       h. An APRN issued a multistate license is authorized to assume  
20 responsibility and accountability for patient care independent of any  
21 supervisory or collaborative relationship. This authority may be exercised in  
22 the home state and in any remote state in which the APRN exercises a  
23 multistate licensure privilege.

24       i. All party states shall be authorized, in accordance with state due  
25 process laws, to take adverse action against an APRN's multistate licensure  
26 privilege such as revocation, suspension, probation or any  
27 other action that affects an APRN's authorization to practice under a  
28 multistate licensure privilege, including cease and desist actions. If a  
29 party state takes such action, it shall promptly notify the administrator of  
30 the coordinated licensure information system. The administrator of the  
31 coordinated licensure information system shall promptly notify the home state  
32 of any such actions by remote states.

33       j. Except as otherwise expressly provided in this Compact, an APRN  
34 practicing in a party state must comply with the state practice laws of the  
35 state in which the client is located at the time service is provided. APRN  
36 practice is not limited to patient care, but shall include all advanced

1 nursing practice as defined by the state practice laws of the party state in  
2 which the client is located. APRN practice in a party state under a  
3 multistate licensure privilege will subject the APRN to the jurisdiction of  
4 the licensing board, the courts, and the laws of the party state in which the  
5 client is located at the time service is provided.

6 k. Except as otherwise expressly provided in this Compact, this  
7 Compact does not affect additional requirements imposed by states for  
8 advanced practice registered nursing. However, a multistate licensure  
9 privilege to practice registered nursing granted by a party state shall be  
10 recognized by other party states as satisfying any state law requirement for  
11 registered nurse licensure as a precondition for authorization to practice as  
12 an APRN in that state.

13 l. Individuals not residing in a party state shall continue to be able  
14 to apply for a party state's single- state APRN license as provided under the  
15 laws of each party state. However, the single-state license granted to these  
16 individuals will not be recognized as granting the privilege to practice as  
17 an APRN in any other party state.

#### 18 ARTICLE IV

##### 19 Applications for APRN Licensure in a Party State

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23 a. Upon application for an APRN multistate license, the licensing  
24 board in the issuing party state shall ascertain, through the coordinated  
25 licensure information system, whether the applicant has ever held or is the  
26 holder of a licensed practical/vocational nursing license, a registered  
27 nursing license or an advanced practice registered nurse license issued by  
28 any other state, whether there are any encumbrances on any license or  
29 multistate licensure privilege held by the applicant, whether any adverse  
30 action has been taken against any license or multistate licensure privilege  
31 held by the applicant and whether the applicant is currently participating in  
32 an alternative program.

33 b. An APRN may hold a multistate APRN license, issued by the home  
34 state, in only one party state at a time.

35 c. If an APRN changes primary state of residence by moving between two  
36 party states, the APRN must apply for APRN licensure in the new home state,

1 and the multistate license issued by the prior home state shall be  
2 deactivated in accordance with applicable Commission rules.

3 1. The APRN may apply for licensure in advance of a change in  
4 primary state of residence.

5  
6 2. A multistate APRN license shall not be issued by the new home  
7 state until the APRN provides satisfactory evidence of a change in primary  
8 state of residence to the new home state and satisfies all applicable  
9 requirements to obtain a multistate APRN license from the new home state.

10 d. If an APRN changes primary state of residence by moving from a  
11 party state to a non-party state, the APRN multistate license issued by the  
12 prior home state will convert to a single-state license, valid only in the  
13 former home state.

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15 ARTICLE V

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17 Additional Authorities Invested in Party State Licensing Boards

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

21 1. Take adverse action against an APRN's multistate licensure  
22 privilege to practice within that party state.

23 i. Only the home state shall have power to take adverse  
24 action against an APRN's license issued by the home state.

25 ii. For purposes of taking adverse action, the home state  
26 licensing board shall give the same priority and effect to reported conduct  
27 that occurred outside of the home state as it would if such conduct had  
28 occurred within the home state. In so doing, the home state shall apply its  
29 own state laws to determine appropriate action.

30 2. Issue cease and desist orders or impose an encumbrance on an  
31 APRN's authority to practice within that party state.

32 3. Complete any pending investigations of an APRN who changes  
33 primary state of residence during the course of such investigations. The  
34 licensing board shall also have the authority to take appropriate action(s)  
35 and shall promptly report the conclusions of such investigations to the  
36 administrator of the coordinated licensure information system. The

1 administrator of the coordinated licensure information system shall promptly  
2 notify the new home state of any such actions.

3 4. Issue subpoenas for both hearings and investigations that  
4 require the attendance and testimony of witnesses, as well as, the production  
5 of evidence. Subpoenas issued by a party state licensing board for the  
6 attendance and testimony of witnesses and/or the production of evidence from  
7 another party state shall be enforced in the latter state by any court of  
8 competent jurisdiction, according to that court's practice and procedure in  
9 considering subpoenas issued in its own proceedings. The issuing licensing  
10 board shall pay any witness fees, travel expenses, mileage and other fees  
11 required by the service statutes of the state in which the witnesses and/or  
12 evidence are located.

13 5. Obtain and submit, for an APRN licensure applicant,  
14 fingerprints or other biometric-based information to the Federal Bureau of  
15 Investigation for criminal background checks, receive the results of the  
16 Federal Bureau of Investigation record search on criminal background checks  
17 and use the results in making licensure decisions.

18 6. If otherwise permitted by state law, recover from the  
19 affected APRN the costs of investigations and disposition of cases resulting  
20 from any adverse action taken against that APRN.

21 7. Take adverse action based on the factual findings of another  
22 party state, provided that the licensing board follows its own procedures for  
23 taking such adverse action.

24 b. If adverse action is taken by a home state against an APRN's  
25 multistate licensure, the privilege to practice in all other party states  
26 under a multistate licensure privilege shall be deactivated until all  
27 encumbrances have been removed from the APRN's multistate license. All home  
28 state disciplinary orders that impose adverse action against an APRN's  
29 multistate license shall include a statement that the APRN's multistate  
30 licensure privilege is deactivated in all party states during the pendency of  
31 the order.

32 c. Nothing in this Compact shall override a party state's decision  
33 that participation in an alternative program may be used in lieu of adverse  
34 action. The home state licensing board shall deactivate the multistate  
35 licensure privilege under the multistate license of any APRN for the duration  
36 of the APRN's participation in an alternative program.

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ARTICLE VI

Coordinated Licensure Information System and Exchange of Information

a. All party states shall participate in a coordinated licensure information system of all APRNs, licensed registered nurses and licensed practical/vocational nurses. This system will include information on the licensure and disciplinary history of each APRN, as submitted by party states, to assist in the coordinated administration of APRN licensure and enforcement efforts.

b. The Commission, in consultation with the administrator of the coordinated licensure information system, shall formulate necessary and proper procedures for the identification, collection and exchange of information under this Compact.

c. All licensing boards shall promptly report to the coordinated licensure information system any adverse action, any current significant investigative information, denials of applications (with the reasons for such denials) and APRN participation in alternative programs known to the licensing board regardless of whether such participation is deemed nonpublic and/or confidential under state law.

d. Notwithstanding any other provision of law, all party state licensing boards contributing information to the coordinated licensure information system may designate information that may not be shared with non-party states or disclosed to other entities or individuals without the express permission of the contributing state.

e. Any personally identifiable information obtained from the coordinated licensure information system by a party state licensing board shall not be shared with non-party states or disclosed to other entities or individuals except to the extent permitted by the laws of the party state contributing the information.

f. Any information contributed to the coordinated licensure information system that is subsequently required to be expunged by the laws of the party state contributing the information shall be removed from the coordinated licensure information system.

g. The Compact administrator of each party state shall furnish a

1 uniform data set to the Compact administrator of each other party state,  
2 which shall include, at a minimum:

3 1. Identifying information;

4 2. Licensure data;

5 3. Information related to alternative program participation  
6 information; and

7 4. Other information that may facilitate the administration of  
8 this Compact, as determined by Commission rules.

9 h. The Compact administrator of a party state shall provide all  
10 investigative documents and information requested by another party state.

11  
12 ARTICLE VII

13  
14 Establishment of the Interstate Commission of APRN Compact Administrators

15  
16 a. The party states hereby create and establish a joint public agency  
17 known as the Interstate Commission of APRN Compact Administrators.

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

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

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

27 b. Membership, Voting and Meetings

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

35 2. Each administrator shall be entitled to one (1) vote with  
36 regard to the promulgation of rules and creation of bylaws and shall

1 otherwise have an opportunity to participate in the business and affairs of  
2 the Commission. An administrator shall vote in person or by such other means  
3 as provided in the bylaws. The bylaws may provide for an administrator's  
4 participation in meetings by telephone or other means of communication.

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

8 4. All meetings shall be open to the public, and public notice  
9 of meetings shall be given in the same manner as required under the  
10 rulemaking provisions in Article VIII.

11 5. The Commission may convene in a closed, nonpublic meeting if  
12 the Commission must discuss:

13 i. Noncompliance of a party state with its obligations  
14 under this Compact;

15 ii. The employment, compensation, discipline or other  
16 personnel matters, practices or procedures related to specific employees or  
17 other matters related to the Commission's internal personnel practices and  
18 procedures;

19 iii. Current, threatened, or reasonably anticipated  
20 litigation;

21 iv. Negotiation of contracts for the purchase or sale of  
22 goods, services or real estate;

23 v. Accusing any person of a crime or formally censuring  
24 any person;

25 vi. Disclosure of trade secrets or commercial or financial  
26 information that is privileged or confidential;

27 vii. Disclosure of information of a personal nature where  
28 disclosure would constitute a clearly unwarranted invasion of personal  
29 privacy;

30 viii. Disclosure of investigatory records compiled for law  
31 enforcement purposes;

32 ix. Disclosure of information related to any reports  
33 prepared by or on behalf of the Commission for the purpose of investigation  
34 of compliance with this Compact; or

35 x. Matters specifically exempted from disclosure by  
36 federal or state statute.

1           6. If a meeting, or portion of a meeting, is closed pursuant to  
2 this provision, the Commission's legal counsel or designee shall certify that  
3 the meeting may be closed and shall reference each relevant exempting  
4 provision. The Commission shall keep minutes that fully and clearly describe  
5 all matters discussed in a meeting and shall provide a full and accurate  
6 summary of actions taken, and the reasons therefor, including a description  
7 of the views expressed. All documents considered in connection with an action  
8 shall be identified in such minutes. All minutes and documents of a closed  
9 meeting shall remain under seal, subject to release by a majority vote of the  
10 Commission or order of a court of competent jurisdiction.

11           c. The Commission shall, by a majority vote of the administrators,  
12 prescribe bylaws or rules to govern its conduct as may be necessary or  
13 appropriate to carry out the purposes and exercise the powers of this  
14 Compact, including but not limited to:

15                   1. Establishing the fiscal year of the Commission;

16                   2. Providing reasonable standards and procedures:

17                           i. For the establishment and meetings of other committees;

18 and

19                           ii. Governing any general or specific delegation of any  
20 authority or function of the Commission.

21                   3. Providing reasonable procedures for calling and conducting  
22 meetings of the Commission, ensuring reasonable advance notice of all  
23 meetings and providing an opportunity for attendance of such meetings by  
24 interested parties, with enumerated exceptions designed to protect the  
25 public's interest, the privacy of individuals, and proprietary information,  
26 including trade secrets. The Commission may meet in closed session only after  
27 a majority of the administrators vote to close a meeting in whole or in part.  
28 As soon as practicable, the Commission must make public a copy of the vote to  
29 close the meeting revealing the vote of each administrator, with no proxy  
30 votes allowed;

31                   4. Establishing the titles, duties and authority and reasonable  
32 procedures for the election of the officers of the Commission;

33                   5. Providing reasonable standards and procedures for the  
34 establishment of the personnel policies and programs of the Commission.  
35 Notwithstanding any civil service or other similar laws of any party state,  
36 the bylaws shall exclusively govern the personnel policies and programs of

1 the Commission;

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

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

8 e. The Commission shall maintain its financial records in accordance  
9 with the bylaws; and

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

12 g. The Commission shall have the following powers:

13 1. To promulgate uniform rules to facilitate and coordinate  
14 implementation and administration of this Compact. The rules shall have the  
15 force and effect of law and shall be binding in all party states;

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

19 3. To purchase and maintain insurance and bonds;

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

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

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

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

36 8. To lease, purchase, accept appropriate gifts or donations of,

1 or otherwise to own, hold, improve or use, any property, whether real,  
2 personal or mixed; provided that at all times the Commission shall strive to  
3 avoid any appearance of impropriety;

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

6 10. To establish a budget and make expenditures;

7 11. To borrow money;

8 12. To appoint committees, including advisory committees  
9 comprised of administrators, state nursing regulators, state legislators or  
10 their representatives, and consumer representatives, and other such  
11 interested persons;

12 13. To issue advisory opinions;

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

15 15. To adopt and use an official seal; and

16 16. To perform such other functions as may be necessary or  
17 appropriate to achieve the purposes of this Compact consistent with the state  
18 regulation of APRN licensure and practice.

19 h. Financing of the Commission

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

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

29 3. The Commission shall not incur obligations of any kind prior  
30 to securing the funds adequate to meet the same; nor shall the Commission  
31 pledge the credit of any of the party states, except by, and with the  
32 authority of, such party state.

33 4. The Commission shall keep accurate accounts of all receipts  
34 and disbursements. The receipts and disbursements of the Commission shall be  
35 subject to the audit and accounting procedures established under its bylaws.  
36 However, all receipts and disbursements of funds handled by the Commission

1 shall be audited yearly by a certified or licensed public accountant, and the  
2 report of the audit shall be included in and become part of the annual report  
3 of the Commission.

4 i. Qualified Immunity, Defense, and Indemnification

5 1. The administrators, officers, executive director, employees  
6 and representatives of the Commission shall be immune from suit and  
7 liability, either personally or in their official capacity, for any claim for  
8 damage to or loss of property or personal injury or other civil liability  
9 caused by or arising out of any actual or alleged act, error or omission that  
10 occurred, or that the person against whom the claim is made had a reasonable  
11 basis for believing occurred, within the scope of Commission employment,  
12 duties or responsibilities; provided that nothing in this paragraph shall be  
13 construed to protect any such person from suit and/or liability for any  
14 damage, loss, injury or liability caused by the intentional, willful or  
15 wanton misconduct of that person.

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

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

36



1 who wishes to comment a fair and reasonable opportunity to comment orally or  
2 in writing. All hearings will be recorded, and a copy will be made available  
3 upon request.

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

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

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

12 j. The Commission shall, by majority vote of all administrators, take  
13 final action on the proposed rule and shall determine the effective date of  
14 the rule, if any, based on the rulemaking record and the full text of the  
15 rule.

16 k. Upon determination that an emergency exists, the Commission may  
17 consider and adopt an emergency rule without prior notice, opportunity for  
18 comment, or hearing, provided that the usual rulemaking procedures provided  
19 in this Compact and in this section shall be retroactively applied to the  
20 rule as soon as reasonably possible, in no event later than ninety (90) days  
21 after the effective date of the rule. For the purposes of this provision, an  
22 emergency rule is one that must be adopted immediately in order to:

23 1. Meet an imminent threat to public health, safety or welfare;  
24 2. Prevent a loss of Commission or party state funds; or  
25 3. Meet a deadline for the promulgation of an administrative  
26 rule that is established by federal law or rule.

27 1. The Commission may direct revisions to a previously adopted rule or  
28 amendment for purposes of correcting typographical errors, errors in format,  
29 errors in consistency or grammatical errors. Public notice of any revisions  
30 shall be posted on the website of the Commission. The revision shall be  
31 subject to challenge by any person for a period of thirty (30) days after  
32 posting. The revision may be challenged only on grounds that the revision  
33 results in a material change to a rule. A challenge shall be made in writing,  
34 and delivered to the Commission, prior to the end of the notice period. If no  
35 challenge is made, the revision will take effect without further action. If  
36 the revision is challenged, the revision may not take effect without the

1 approval of the Commission.

2  
3 ARTICLE IX

4  
5 Oversight, Dispute Resolution and Enforcement

6  
7 a. Oversight

8 1. Each party state shall enforce this Compact and take all  
9 actions necessary and appropriate to effectuate this Compact's purposes and  
10 intent.

11 2. The Commission shall be entitled to receive service of  
12 process in any proceeding that may affect the powers, responsibilities or  
13 actions of the Commission, and shall have standing to intervene in such a  
14 proceeding for all purposes. Failure to provide service of process to the  
15 Commission shall render a judgment or order void as to the Commission, this  
16 Compact or promulgated rules.

17 b. Default, Technical Assistance and Termination

18 1. If the Commission determines that a party state has defaulted  
19 in the performance of its obligations or responsibilities under this Compact  
20 or the promulgated rules, the Commission shall:

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

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

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

33 3. Termination of membership in this Compact shall be imposed  
34 only after all other means of securing compliance have been exhausted. Notice  
35 of intent to suspend or terminate shall be given by the Commission to the  
36 governor of the defaulting state and to the executive officer of the

1 defaulting state's licensing board, the defaulting state's licensing board,  
2 and each of the party states.

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

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

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

16 c. Dispute Resolution

17 1. Upon request by a party state, the Commission shall attempt  
18 to resolve disputes related to the Compact that arise among party states and  
19 between party and non-party states.

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

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

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

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

31 d. Enforcement

32 1. The Commission, in the reasonable exercise of its discretion,  
33 shall enforce the provisions and rules of this Compact.

34 2. By majority vote, the Commission may initiate legal action in  
35 the United States District Court for the District of Columbia or the federal  
36 district in which the Commission has its principal offices against a party

1 state that is in default to enforce compliance with the provisions of this  
2 Compact and its promulgated rules and bylaws. The relief sought may include  
3 both injunctive relief and damages. In the event judicial enforcement is  
4 necessary, the prevailing party shall be awarded all costs of such  
5 litigation, including reasonable attorneys' fees.

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

9  
10 ARTICLE X

11  
12 Effective Date, Withdrawal and Amendment

13  
14 a. This Compact shall come into limited effect at such time as this  
15 Compact has been enacted into law in seven (7) party states for the sole  
16 purpose of establishing and convening the Commission to adopt rules relating  
17 to its operation.

18 b. Any state that joins this Compact subsequent to the Commission's  
19 initial adoption of the APRN uniform licensure requirements shall be subject  
20 to all rules that have been previously adopted by the Commission.

21 c. Any party state may withdraw from this Compact by enacting a  
22 statute repealing the same. A party state's withdrawal shall not take effect  
23 until six (6) months after enactment of the repealing statute.

24 d. A party state's withdrawal or termination shall not affect the  
25 continuing requirement of the withdrawing or terminated state's licensing  
26 board to report adverse actions and significant investigations occurring  
27 prior to the effective date of such withdrawal or termination.

28 e. Nothing contained in this Compact shall be construed to invalidate  
29 or prevent any APRN licensure agreement or other cooperative arrangement  
30 between a party state and a non-party state that does not conflict with the  
31 provisions of this Compact.

32 f. This Compact may be amended by the party states. No amendment to  
33 this Compact shall become effective and binding upon any party state until it  
34 is enacted into the laws of all party states.

35 g. Representatives of non-party states to this Compact shall be  
36 invited to participate in the activities of the Commission, on a nonvoting

1 basis, prior to the adoption of this Compact by all states.

2  
3 ARTICLE XI

4  
5 Construction and Severability

6  
7 This Compact shall be liberally construed so as to effectuate the purposes  
8 thereof. The provisions of this Compact shall be severable, and if any  
9 phrase, clause, sentence or provision of this Compact is declared to be  
10 contrary to the constitution of any party state or of the United States, or  
11 if the applicability thereof to any government, agency, person or  
12 circumstance is held invalid, the validity of the remainder of this Compact  
13 and the applicability thereof to any government, agency, person or  
14 circumstance shall not be affected thereby. If this Compact shall be held to  
15 be contrary to the constitution of any party state, this Compact shall remain  
16 in full force and effect as to the remaining party states and in full force  
17 and effect as to the party state affected as to all severable matters.

18  
19 17-87-902. Administration of compact – Rules.

20 (a) The Arkansas State Board of Nursing is the Advanced Practice  
21 Registered Nurse Compact administrator for this state.

22 (b) The board may adopt rules that are consistent with the compact  
23 necessary to implement this subchapter.

24 (c) The board is not required to adopt the rules of the Advanced  
25 Practice Registered Nurse Compact Commission for those rules to be effective  
26 in this state.

27  
28  
29 Referred by Representative L. Johnson

30 Prepared by: JMB/JMB

31  
32