MEMORANUM OF UNDERSTANDING

Out of State Licensure

The Oregon Nurses Association (hereafter "Association") and the Oregon Health & Science University (hereafter "Employer") hereby enter into the following Memorandum of Understanding (MOU) in response to Employer’s requirement for certain bargaining unit nurses to provide services to patients located in other states.

Employer agrees that all telehealth systems that serve patients out of state will include a component for verification of a patient's state of residence, which may include the nurse asking the patient where they are located. Further, before any bargaining unit nurse, whose existing job description does not include an out of state nursing license, can be required to provide remote services to patients who are located outside of Oregon or required to provide in-person services to patients in other states, Employer agrees to provide the following support for the bargaining unit nurse:

1. Ninety days before requiring the bargaining unit nurse to provide care for out-of-state patients, Employer will notify the nurse of its intention to make such assignments.

2. Employer will not require a bargaining unit nurse to provide out-of-state care if the nurse is not licensed in that state. Management shall not discipline a bargaining unit nurse for refusing to provide pre-licensure care for patients outside of Oregon. Should any supervisor, manager, or executive discipline a bargaining unit nurse for refusing to provide pre-licensure care for patients outside of Oregon, the discipline will be immediately removed from the nurse’s file.

3. A bargaining unit nurse will not be terminated for failure to be able to obtain a license in a state other than Oregon, if there is an open position for which they are qualified. If the bargaining unit nurse is deemed ineligible for an additional license, they will be offered a position for which they are qualified that does not require an out-of-state license. In such event, the Employer may place that bargaining unit nurse in the open position for which they are qualified without going through the posting process under the parties’ Collective Bargaining Agreement.

4. Employer will pay the initial license fee, background check, and fingerprinting costs incurred by the bargaining unit nurse to obtain licensure in the state(s) outside of Oregon where services are required to be provided.

5. Paragraphs 1-4 do not apply to nurses hired into (including transferred into) positions that require providing care outside of Oregon. If a bargaining unit nurse is required to provide care to patients outside of Oregon as part of cross-training approved by their manager, this Memorandum of Understanding will apply.
6. Employer affirms that OHSU affords professional liability insurance coverage and licensure-regulatory action defense insurance coverage for employment related activities to its clinical employees within the course and scope of employment. Employer affirms that in the event that the act of providing care for patient causes the bargaining unit nurse to become the subject of an investigation by the Oregon State Board of Nursing or any other state’s equivalent, the Employer’s licensure-regulatory action defense insurance coverage provides legal defense and cost coverage. This coverage is subject to standard policy conditions and exclusions, changes to applicable law and any reimbursements that would be against public policy.

7. To encourage nurses to become eligible for positions requiring licensure in Washington, nurses, who obtain a Washington license and assume a position requiring licensure in Washington within one year of ratification of this MOU, will be eligible for reimbursement of the initial license fee, background check, and fingerprinting costs incurred to obtain that license.

Duration of Agreement: This MOU will become effective upon ratification, and will stay in effect for the duration of the 2023-2026 Collective Bargaining Agreement.

OREGON NURSES ASSOCIATION        OREGON HEALTH & SCIENCE UNIVERSITY

By: ___________________________      By: ___________________________
Date: __________________________  Date: __________________________