

# House Bill 3060

Sponsored by Representative DIEHL; Senator PATTERSON (Presession filed.)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**. The statement includes a measure digest written in compliance with applicable readability standards.

Digest: The Act makes Oregon join a compact with other states to let physician assistants from other states work in this state. (Flesch Readability Score: 64.6).

Enacts the PA Licensure Compact. Allows the Oregon Medical Board to disclose specified information to the PA Licensure Compact Commission. Exempts individuals authorized to provide medical services by compact privilege from certain requirements. Allows the board to use moneys to meet financial obligations imposed on the State of Oregon as a result of participation in the Compact.

Takes effect on the 91st day following adjournment sine die.

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## A BILL FOR AN ACT

Relating to a physician assistant licensure compact; creating new provisions; amending ORS 676.177, 677.060, 677.080 and 677.290; and prescribing an effective date.

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

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

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## PA LICENSURE COMPACT

**SECTION 1. Purpose. In order to strengthen access to medical services, and in recognition of the advances in the delivery of medical services, the participating states of the PA Licensure Compact have allied in common purpose to develop a comprehensive process that complements the existing authority of state licensing boards to license and discipline PAs and seeks to enhance the portability of a license to practice as a PA while safeguarding the safety of patients. This Compact allows medical services to be provided by PAs, via the mutual recognition of the licensee's qualifying license by other Compact participating states. This Compact also adopts the prevailing standard for PA licensure and affirms that the practice and delivery of medical services by the PA occurs where the patient is located at the time of the patient encounter, and therefore requires the PA to be under the jurisdiction of the state licensing board where the patient is located. State licensing boards that participate in this Compact retain the jurisdiction to impose adverse action against a Compact privilege in that state issued to a PA through the procedures of this Compact. The PA Licensure Compact will alleviate burdens for military families by allowing active duty military personnel and their spouses to obtain a Compact privilege based on having an unrestricted license in good standing from a participating state.**

**SECTION 2. Definitions. In this Compact:**

**A. "Adverse action" means any administrative, civil, equitable or criminal action per-**

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

1 mitted by a state’s laws which is imposed by a licensing board or other authority against a  
 2 PA license, license application or Compact privilege, such as license denial, censure, revoca-  
 3 tion, suspension, probation, monitoring of the licensee or restriction on the licensee’s prac-  
 4 tice.

5 B. “Compact privilege” means the authorization granted by a remote state to allow a  
 6 licensee from another participating state to practice as a PA to provide medical services and  
 7 other licensed activity to a patient located in the remote state under the remote state’s laws  
 8 and regulations.

9 C. “Conviction” means a finding by a court that an individual is guilty of a felony or  
 10 misdemeanor offense through adjudication or entry of a plea of guilt or no contest to the  
 11 charge by the offender.

12 D. “Criminal background check” means the submission of fingerprints or other  
 13 biometric-based information for a license applicant for the purpose of obtaining that  
 14 applicant’s criminal history record information, as defined in 28 C.F.R. 20.3(d), from the  
 15 state’s criminal history record repository as defined in 28 C.F.R. 20.3(f).

16 E. “Data system” means the repository of information about licensees, including but not  
 17 limited to license status and adverse actions, which is created and administered under the  
 18 terms of this Compact.

19 F. “Executive committee” means a group of directors and ex officio individuals elected  
 20 or appointed pursuant to section 7.F.2 of this Compact.

21 G. “Impaired practitioner” means a PA whose practice is adversely affected by health-  
 22 related conditions that impact their ability to practice.

23 H. “Investigative information” means information, records or documents received or  
 24 generated by a licensing board pursuant to an investigation.

25 I. “Jurisprudence requirement” means the assessment of an individual’s knowledge of the  
 26 laws and rules governing the practice of a PA in a state.

27 J. “License” means current authorization by a state, other than authorization pursuant  
 28 to a Compact privilege, for a PA to provide medical services, which would be unlawful with-  
 29 out current authorization.

30 K. “Licensee” means an individual who holds a license from a state to provide medical  
 31 services as a PA.

32 L. “Licensing board” means any state entity authorized to license and otherwise regulate  
 33 PAs.

34 M. “Medical services” means health care services provided for the diagnosis, prevention,  
 35 treatment, cure or relief of a health condition, injury or disease, as defined by a state’s laws  
 36 and regulations.

37 N. “Model Compact” means the model for the PA Licensure Compact on file with The  
 38 Council of State Governments or another entity as designated by the Commission.

39 O. “Participating state” means a state that has enacted this Compact.

40 P. “PA” means an individual who is licensed as a physician assistant in a state. For  
 41 purposes of this Compact, any other title or status adopted by a state to replace the term  
 42 “physician assistant” shall be deemed synonymous with “physician assistant” and shall con-  
 43 fer the same rights and responsibilities to the licensee under the provisions of this Compact  
 44 at the time of its enactment.

45 Q. “PA Licensure Compact Commission,” “Compact Commission,” or “Commission”

1 mean the national administrative body created pursuant to section 7.A of this Compact.

2 R. "Qualifying license" means an unrestricted license issued by a participating state to  
3 provide medical services as a PA.

4 S. "Remote state" means a participating state where a licensee who is not licensed as a  
5 PA is exercising or seeking to exercise the Compact privilege.

6 T. "Rule" means a regulation promulgated by an entity that has the force and effect of  
7 law.

8 U. "Significant investigative information" means investigative information that a licens-  
9 ing board, after an inquiry or investigation that includes notification and an opportunity for  
10 the PA to respond if required by state law, has reason to believe is not groundless and, if  
11 proven true, would indicate more than a minor infraction.

12 V. "State" means any state, commonwealth, district or territory of the United States.

13 **SECTION 3. State Participation in this Compact.**

14 A. To participate in this Compact, a participating state shall:

15 1. License PAs.

16 2. Participate in the Compact Commission's data system.

17 3. Have a mechanism in place for receiving and investigating complaints against licensees  
18 and license applicants.

19 4. Notify the Commission, in compliance with the terms of this Compact and Commission  
20 rules, of any adverse action against a licensee or license applicant and the existence of sig-  
21 nificant investigative information regarding a licensee or license applicant.

22 5. Fully implement a criminal background check requirement, within a time frame es-  
23 tablished by Commission rule, by its licensing board receiving the results of a criminal  
24 background check and reporting to the Commission whether the license applicant has been  
25 granted a license.

26 6. Comply with the rules of the Compact Commission.

27 7. Utilize passage of a recognized national exam such as the National Commission on  
28 Certification of Physician Assistants (NCCPA) Physician Assistant National Certifying Ex-  
29 amination as a requirement for PA licensure.

30 8. Grant the Compact privilege to a holder of a qualifying license in a participating state.

31 B. Nothing in this Compact prohibits a participating state from charging a fee for  
32 granting the Compact privilege.

33 **SECTION 4. Compact Privilege.**

34 A. To exercise the Compact privilege, a licensee must:

35 1. Have graduated from a PA program accredited by the Accreditation Review Commis-  
36 sion on Education for the Physician Assistant, Inc., or its successor organization, or other  
37 programs authorized by Commission rule.

38 2. Hold current NCCPA certification.

39 3. Have no felony or misdemeanor conviction.

40 4. Have never had a controlled substance license, permit or registration suspended or  
41 revoked by a state or by the Drug Enforcement Administration of the United States De-  
42 partment of Justice.

43 5. Have a unique identifier as determined by Commission rule.

44 6. Hold a qualifying license.

45 7. Have had no revocation of a license or limitation or restriction on any license cur-

1   rently held due to an adverse action.

2       **8. If a licensee has had a limitation or restriction on a license or Compact privilege due**  
3 **to an adverse action, two years must have elapsed from the date on which the license or**  
4 **Compact privilege is no longer limited or restricted due to the adverse action.**

5       **9. If a Compact privilege has been revoked or is limited or restricted in a participating**  
6 **state for conduct that would not be a basis for disciplinary action in a participating state in**  
7 **which the licensee is practicing or applying to practice under a Compact privilege, that par-**  
8 **ticipating state shall have the discretion not to consider such action as an adverse action**  
9 **requiring the denial or removal of a Compact privilege in that state.**

10       **10. Notify the Compact Commission that the licensee is seeking the Compact privilege in**  
11 **a remote state.**

12       **11. Meet any jurisprudence requirement of a remote state in which the licensee is seeking**  
13 **to practice under the Compact privilege and pay any fees applicable to satisfying the**  
14 **jurisprudence requirement.**

15       **12. Report to the Commission any adverse action taken by a nonparticipating state within**  
16 **30 days after the action is taken.**

17       **B. The Compact privilege is valid until the expiration or revocation of the qualifying li-**  
18 **cence unless terminated pursuant to an adverse action. The licensee must also comply with**  
19 **all of the requirements of subsection A of this section to maintain the Compact privilege in**  
20 **a remote state. If the participating state takes adverse action against a qualifying license,**  
21 **the licensee shall lose the Compact privilege in any remote state in which the licensee has**  
22 **a Compact privilege until all of the following occur:**

23           **1. The license is no longer limited or restricted; and**

24           **2. Two years have elapsed from the date on which the license is no longer limited or re-**  
25 **stricted due to the adverse action.**

26       **C. Once a restricted or limited license satisfies the requirements of subsection B.1 and**  
27 **2 of this section, the licensee must meet the requirements of subsection A of this section to**  
28 **obtain a Compact privilege in any remote state.**

29       **D. For each remote state in which a PA seeks authority to prescribe controlled sub-**  
30 **stances, the PA shall satisfy all requirements imposed by such state in granting or renewing**  
31 **such authority.**

32       **SECTION 5. Designation of the State from Which Licensee is Applying for a Compact**  
33 **Privilege.**

34       **A. Upon a licensee's application for a Compact privilege, the licensee shall identify to the**  
35 **Commission the participating state from which the licensee is applying, in accordance with**  
36 **applicable rules adopted by the Commission, and subject to the following requirements:**

37           **1. When applying for a Compact privilege, the licensee shall provide the Commission with**  
38 **the address of the licensee's primary residence and thereafter shall immediately report to**  
39 **the Commission any change in the address of the licensee's primary residence.**

40           **2. When applying for a Compact privilege, the licensee is required to consent to accept**  
41 **service of process by mail at the licensee's primary residence on file with the Commission**  
42 **with respect to any action brought against the licensee by the Commission or a participating**  
43 **state, including a subpoena, with respect to any action brought or investigation conducted**  
44 **by the Commission or a participating state.**

45       **SECTION 6. Adverse Actions.**

1       **A. A participating state in which a licensee is licensed shall have exclusive power to im-**  
 2 **pose adverse action against the qualifying license issued by that participating state.**

3       **B. In addition to the other powers conferred by state law, a remote state shall have the**  
 4 **authority, in accordance with existing state due process law, to do all of the following:**

5           **1. Take adverse action against a PA’s Compact privilege within that state to remove a**  
 6 **licensee’s Compact privilege or take other action necessary under applicable law to protect**  
 7 **the health and safety of its residents.**

8           **2. Issue subpoenas for both hearings and investigations that require the attendance and**  
 9 **testimony of witnesses as well as the production of evidence. Subpoenas issued by a licensing**  
 10 **board in a participating state for the attendance and testimony of witnesses or the pro-**  
 11 **duction of evidence from another participating state shall be enforced in the latter state by**  
 12 **any court of competent jurisdiction, according to the practice and procedure of that court**  
 13 **applicable to subpoenas issued in proceedings pending before it. The issuing authority shall**  
 14 **pay any witness fees, travel expenses, mileage and other fees required by the service statutes**  
 15 **of the state in which the witnesses or evidence are located.**

16           **3. Notwithstanding paragraph 2 of this subsection, subpoenas may not be issued by a**  
 17 **participating state to gather evidence of conduct in another state that is lawful in that other**  
 18 **state for the purpose of taking adverse action against a licensee’s Compact privilege or ap-**  
 19 **plication for a Compact privilege in that participating state.**

20           **4. Nothing in this Compact authorizes a participating state to impose discipline against**  
 21 **a PA’s Compact privilege or to deny an application for a Compact privilege in that partic-**  
 22 **ipating state for the individual’s otherwise lawful practice in another state.**

23       **C. For purposes of taking adverse action, the participating state which issued the quali-**  
 24 **ifying license shall give the same priority and effect to reported conduct received from any**  
 25 **other participating state as it would if the conduct had occurred within the participating**  
 26 **state which issued the qualifying license. In so doing, that participating state shall apply its**  
 27 **own state laws to determine appropriate action.**

28       **D. A participating state, if otherwise permitted by state law, may recover from the af-**  
 29 **ected PA the costs of investigations and disposition of cases resulting from any adverse**  
 30 **action taken against that PA.**

31       **E. A participating state may take adverse action based on the factual findings of a re-**  
 32 **remote state, provided that the participating state follows its own procedures for taking the**  
 33 **adverse action.**

34       **F. Joint Investigations**

35           **1. In addition to the authority granted to a participating state by its respective state PA**  
 36 **laws and regulations or other applicable state law, any participating state may participate**  
 37 **with other participating states in joint investigations of licensees.**

38           **2. Participating states shall share any investigative, litigation or compliance materials in**  
 39 **furtherance of any joint or individual investigation initiated under this Compact.**

40       **G. If an adverse action is taken against a PA’s qualifying license, the PA’s Compact**  
 41 **privilege in all remote states shall be deactivated until two years have elapsed after all re-**  
 42 **strictions have been removed from the state license. All disciplinary orders by the partic-**  
 43 **ipating state which issued the qualifying license that impose adverse action against a PA’s**  
 44 **license shall include a statement that the PA’s Compact privilege is deactivated in all par-**  
 45 **ticipating states during the pendency of the order.**

1 H. If any participating state takes adverse action, it promptly shall notify the adminis-  
2 trator of the data system.

3 **SECTION 7. Establishment of the PA Licensure Compact Commission.**

4 A. The participating states hereby create and establish a joint government agency and  
5 national administrative body known as the PA Licensure Compact Commission. The Com-  
6 mission is an instrumentality of the Compact states acting jointly and not an instrumentality  
7 of any one state. The Commission shall come into existence on or after the effective date  
8 of this Compact as set forth in section 11.A of this Compact.

9 **B. Membership, Voting and Meetings**

10 1. Each participating state shall have and be limited to one delegate selected by that  
11 participating state's licensing board or, if the state has more than one licensing board, se-  
12 lected collectively by the participating state's licensing boards.

13 2. The delegate shall be either:

14 a. A current PA, physician or public member of a licensing board or PA council or com-  
15 mittee; or

16 b. An administrator of a licensing board.

17 3. Any delegate may be removed or suspended from office as provided by the laws of the  
18 state from which the delegate is appointed.

19 4. The participating state licensing board shall fill any vacancy occurring in the Com-  
20 mission within 60 days.

21 5. Each delegate shall be entitled to one vote on all matters voted on by the Commission  
22 and shall otherwise have an opportunity to participate in the business and affairs of the  
23 Commission. A delegate shall vote in person or by such other means as provided in the by-  
24 laws. The bylaws may provide for delegates' participation in meetings by telecommuni-  
25 cations, video conference or other means of communication.

26 6. The Commission shall meet at least once during each calendar year. Additional  
27 meetings shall be held as set forth in this Compact and the bylaws.

28 7. The Commission shall establish by rule a term of office for delegates.

29 C. The Commission shall have the following powers and duties:

30 1. Establish a code of ethics for the Commission;

31 2. Establish the fiscal year of the Commission;

32 3. Establish fees;

33 4. Establish bylaws;

34 5. Maintain its financial records in accordance with the bylaws;

35 6. Meet and take such actions as are consistent with the provisions of this Compact and  
36 the bylaws;

37 7. Promulgate rules to facilitate and coordinate implementation and administration of  
38 this Compact. Except as provided in section 9.C.2 of this Compact, the rules shall have the  
39 force and effect of law and shall be binding in all participating states;

40 8. Bring and prosecute legal proceedings or actions in the name of the Commission,  
41 provided that the standing of any state licensing board to sue or be sued under applicable law  
42 shall not be affected;

43 9. Purchase and maintain insurance and bonds;

44 10. Borrow, accept or contract for services of personnel, including, but not limited to,  
45 employees of a participating state;

1       **11. Hire employees and engage contractors, elect or appoint officers, fix compensation,**  
2 **define duties, grant such individuals appropriate authority to carry out the purposes of this**  
3 **Compact and establish the Commission’s personnel policies and programs relating to con-**  
4 **licts of interest, qualifications of personnel and other related personnel matters;**

5       **12. Accept any and all appropriate donations and grants of money, equipment, supplies**  
6 **and materials and services, and receive, utilize and dispose of the same, provided that at all**  
7 **times the Commission shall avoid any appearance of impropriety or conflict of interest;**

8       **13. Lease, purchase, accept appropriate gifts or donations of, or otherwise own, hold,**  
9 **improve or use, any property, real, personal or mixed, provided that at all times the Com-**  
10 **mission shall avoid any appearance of impropriety;**

11       **14. Sell, convey, mortgage, pledge, lease, exchange, abandon or otherwise dispose of any**  
12 **property real, personal or mixed;**

13       **15. Establish a budget and make expenditures;**

14       **16. Borrow money;**

15       **17. Appoint committees, including standing committees composed of members, state**  
16 **regulators, state legislators or their representatives, consumer representatives and such**  
17 **other interested persons as may be designated in this Compact and the bylaws;**

18       **18. Provide to and receive information from, and cooperate with, law enforcement agen-**  
19 **cies;**

20       **19. Elect a chair, vice chair, secretary and treasurer and such other officers of the**  
21 **Commission as provided in the Commission’s bylaws;**

22       **20. Reserve for itself, in addition to those reserved exclusively to the Commission under**  
23 **this Compact, powers that the executive committee may not exercise;**

24       **21. Approve or disapprove a state’s participation in this Compact based upon the**  
25 **Commission’s determination as to whether the state’s Compact legislation departs in a ma-**  
26 **terial manner from the model Compact language;**

27       **22. Prepare and provide to the participating states an annual report; and**

28       **23. Perform such other functions as may be necessary or appropriate to achieve the**  
29 **purposes of this Compact consistent with the state regulation of PA licensure and practice.**

30       **D. Meetings of the Commission**

31       **1. All meetings of the Commission that are not closed pursuant to this subsection shall**  
32 **be open to the public. Notice of public meetings shall be posted on the Commission’s website**  
33 **at least 30 days prior to the public meeting.**

34       **2. Notwithstanding subsection D.1 of this section, the Commission may convene a public**  
35 **meeting by providing at least 24 hours prior notice on the Commission’s website, and any**  
36 **other means as provided in the Commission’s rules, for any of the reasons it may dispense**  
37 **with notice of proposed rulemaking under section 9.L of this Compact.**

38       **3. The Commission may convene in a closed, nonpublic meeting or nonpublic part of a**  
39 **public meeting to receive legal advice or to discuss:**

40       **a. Noncompliance of a participating state with its obligations under this Compact;**

41       **b. The employment, compensation, discipline or other matters, practices or procedures**  
42 **related to specific employees or other matters related to the Commission’s internal person-**  
43 **nel practices and procedures;**

44       **c. Current, threatened or reasonably anticipated litigation;**

45       **d. Negotiation of contracts for the purchase, lease or sale of goods, services or real es-**

1 **tate;**

2 **e. Accusing any person of a crime or formally censuring any person;**

3 **f. Disclosure of trade secrets or commercial or financial information that is privileged**  
 4 **or confidential;**

5 **g. Disclosure of information of a personal nature where disclosure would constitute a**  
 6 **clearly unwarranted invasion of personal privacy;**

7 **h. Disclosure of investigative records compiled for law enforcement purposes;**

8 **i. Disclosure of information related to any investigative reports prepared by or on behalf**  
 9 **of or for use of the Commission or another committee charged with responsibility of inves-**  
 10 **tigation or determination of compliance issues pursuant to this Compact;**

11 **j. Legal advice; or**

12 **k. Matters specifically exempted from disclosure by federal or participating states' stat-**  
 13 **utes.**

14 **4. If a meeting, or portion of a meeting, is closed pursuant to this subsection, the chair**  
 15 **of the meeting or the chair's designee shall certify that the meeting or portion of the meet-**  
 16 **ing may be closed and shall reference each relevant exempting provision.**

17 **5. The Commission shall keep minutes that fully and clearly describe all matters dis-**  
 18 **cussed in a meeting and shall provide a full and accurate summary of actions taken, includ-**  
 19 **ing a description of the views expressed. All documents considered in connection with an**  
 20 **action shall be identified in such minutes. All minutes and documents of a closed meeting**  
 21 **shall remain under seal, subject to release by a majority vote of the Commission or order**  
 22 **of a court of competent jurisdiction.**

23 **E. Financing of the Commission**

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

26 **2. The Commission may accept any and all appropriate revenue sources, donations and**  
 27 **grants of money, equipment, supplies, materials and services.**

28 **3. Except as provided in subparagraph c of this paragraph, the Commission may levy on**  
 29 **and collect an annual assessment from each participating state and may impose Compact**  
 30 **privilege fees on licensees of participating states to whom a Compact privilege is granted to**  
 31 **cover the cost of the operations and activities of the Commission and its staff, which must**  
 32 **be in a total amount sufficient to cover its annual budget as approved by the Commission**  
 33 **each year for which revenue is not provided by other sources. The aggregate annual assess-**  
 34 **ment amount levied on participating states shall be allocated based upon a formula to be**  
 35 **determined by Commission rule.**

36 **a. A Compact privilege expires when the licensee's qualifying license in the participating**  
 37 **state from which the licensee applied for the Compact privilege expires.**

38 **b. If the licensee terminates the qualifying license through which the licensee applied for**  
 39 **the Compact privilege before its scheduled expiration, and the licensee has a qualifying li-**  
 40 **cence in another participating state, the licensee shall inform the Commission that it is**  
 41 **changing to that participating state the participating state through which it applies for a**  
 42 **Compact privilege and pay to the Commission any Compact privilege fee required by Com-**  
 43 **mission rule.**

44 **c. An assessment levied, or any other financial obligation imposed, under this Compact**  
 45 **is effective against the State of Oregon only to the extent that moneys necessary to pay the**



1 assessment or meet the financial obligation have been deposited in the Oregon Medical Board  
 2 Account established under ORS 677.290.

3 4. The Commission shall not incur obligations of any kind prior to securing the funds  
 4 adequate to meet the same, nor shall the Commission pledge the credit of any of the par-  
 5 ticipating states, except by and with the authority of the participating state.

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

12 **F. The Executive Committee**

13 1. The executive committee shall have the power to act on behalf of the Commission ac-  
 14 cording to the terms of this Compact and Commission rules.

15 2. The executive committee shall be composed of nine members:

16 a. Seven voting members who are elected by the Commission from the current member-  
 17 ship of the Commission;

18 b. One ex officio, nonvoting member from a recognized national PA professional associ-  
 19 ation; and

20 c. One ex officio, nonvoting member from a recognized national PA certification organ-  
 21 ization.

22 3. The ex officio members will be selected by their respective organizations.

23 4. The Commission may remove any member of the executive committee as provided in  
 24 its bylaws.

25 5. The executive committee shall meet at least annually.

26 6. The executive committee shall have the following duties and responsibilities:

27 a. Recommend to the Commission changes to the Commission's rules or bylaws, changes  
 28 to this Compact legislation, fees to be paid by Compact participating states such as annual  
 29 dues and any Commission Compact fee charged to licensees for the Compact privilege;

30 b. Ensure Compact administration services are appropriately provided, contractual or  
 31 otherwise;

32 c. Prepare and recommend the budget;

33 d. Maintain financial records on behalf of the Commission;

34 e. Monitor Compact compliance of participating states and provide compliance reports  
 35 to the Commission;

36 f. Establish additional committees as necessary;

37 g. Exercise the powers and duties of the Commission during the interim between Com-  
 38 mission meetings, except for issuing proposed rulemaking, adopting Commission rules or  
 39 bylaws or exercising any other powers and duties exclusively reserved to the Commission by  
 40 the Commission's rules; and

41 h. Perform other duties as provided in the Commission's rules or bylaws.

42 7. All meetings of the executive committee at which it votes or plans to vote on matters  
 43 in exercising the powers and duties of the Commission shall be open to the public and public  
 44 notice of such meetings shall be given as public meetings of the Commission are given.

45 8. The executive committee may convene in a closed, nonpublic meeting for the same

1 reasons that the Commission may convene in a nonpublic meeting as set forth in section  
 2 7.D.3 of this Compact and shall announce the closed meeting as the Commission is required  
 3 to under section 7.D.4 of this Compact and keep minutes of the closed meeting as the Com-  
 4 mission is required to under section 7.D.5 of this Compact.

5 **G. Qualified Immunity, Defense and Indemnification**

6 **1. The members, officers, executive director, employees and representatives of the Com-**  
 7 **mission shall be immune from suit and liability, both personally and in their official capacity,**  
 8 **for any claim for 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 occurred, or that**  
 10 **the person against whom the claim is made had a reasonable basis for believing occurred**  
 11 **within the scope of Commission employment, duties or responsibilities, provided that nothing**  
 12 **in this paragraph shall be construed to protect any such person from suit or liability for any**  
 13 **damage, loss, injury or liability caused by the intentional, willful or wanton misconduct of**  
 14 **that person. The procurement of insurance of any type by the Commission shall not in any**  
 15 **way compromise or limit the immunity granted hereunder.**

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

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

33 **4. Venue is proper and judicial proceedings by or against the Commission shall be brought**  
 34 **solely and exclusively in a court of competent jurisdiction where the principal office of the**  
 35 **Commission is located. The Commission may waive venue and jurisdictional defenses in any**  
 36 **proceedings as authorized by Commission rules.**

37 **5. Nothing herein shall be construed as a limitation on the liability of any licensee for**  
 38 **professional malpractice or misconduct, which shall be governed solely by any other appli-**  
 39 **cable state laws.**

40 **6. Nothing herein shall be construed to designate the venue or jurisdiction to bring**  
 41 **actions for alleged acts of malpractice, professional misconduct, negligence or other such**  
 42 **civil action pertaining to the practice of a PA. All such matters shall be determined exclu-**  
 43 **sively by state law other than this Compact.**

44 **7. Nothing in this Compact shall be interpreted to waive or otherwise abrogate a partic-**  
 45 **ipating state's state action immunity or state action affirmative defense with respect to**

1 antitrust claims under the Sherman Antitrust Act of 1890, the Clayton Antitrust Act of 1914  
 2 or any other state or federal antitrust or anticompetitive law or regulation.

3 8. Nothing in this Compact shall be construed to be a waiver of sovereign immunity by  
 4 the participating states or by the Commission.

5 **SECTION 8. Data System.**

6 A. The Commission shall provide for the development, maintenance, operation and utili-  
 7 zation of a coordinated data and reporting system containing licensure, adverse action and  
 8 the reporting of the existence of significant investigative information on all licensed PAs and  
 9 applicants denied a license in participating states.

10 B. Notwithstanding any other state law to the contrary, a participating state shall submit  
 11 a uniform data set to the data system on all PAs to whom this Compact is applicable, uti-  
 12 lizing a unique identifier, as required by the rules of the Commission, including:

- 13 1. Identifying information;
- 14 2. Licensure data;
- 15 3. Adverse actions against a license or Compact privilege;
- 16 4. Any denial of application for licensure, and the reason for such denial, excluding the  
 17 reporting of any criminal history record information where prohibited by law;
- 18 5. The existence of significant investigative information; and
- 19 6. Other information that may facilitate the administration of this Compact, as deter-  
 20 mined by the rules of the Commission.

21 C. Significant investigative information pertaining to a licensee in any participating state  
 22 shall only be available to other participating states.

23 D. The Commission shall promptly notify all participating states of any adverse action  
 24 taken against a licensee or an individual applying for a license that has been reported to it.  
 25 This adverse action information shall be available to any other participating state.

26 E. Participating states contributing information to the data system may, in accordance  
 27 with state or federal law, designate information that may not be shared with the public  
 28 without the express permission of the contributing state. Notwithstanding any such desig-  
 29 nation, such information shall be reported to the Commission through the data system.

30 F. Any information submitted to the data system that is subsequently expunged pursuant  
 31 to federal law or the laws of the participating state contributing the information shall be  
 32 removed from the data system upon reporting of such by the participating state to the  
 33 Commission.

34 G. The records and information provided to a participating state pursuant to this Com-  
 35 pact or through the data system, when certified by the Commission or an agent thereof, shall  
 36 constitute the authenticated business records of the Commission, and shall be entitled to any  
 37 associated hearsay exception in any relevant judicial, quasi-judicial or administrative pro-  
 38 ceedings in a participating state.

39 **SECTION 9. Rulemaking.**

40 A. The Commission shall exercise its rulemaking powers pursuant to the criteria set  
 41 forth in this section and the rules adopted thereunder. Commission rules shall become  
 42 binding as of the date specified by the Commission for each rule.

43 B. The Commission shall promulgate reasonable rules in order to effectively and effi-  
 44 ciently implement and administer this Compact and achieve its purposes. A Commission rule  
 45 shall be invalid and have not force or effect only if a court of competent jurisdiction holds

1 that the rule is invalid because the Commission exercised its rulemaking authority in a  
2 manner that is beyond the scope of the purposes of this Compact, or the powers granted  
3 hereunder, or based upon another applicable standard of review.

4 C.1. The rules of the Commission shall have the force of law in each participating state,  
5 provided however that where the rules of the Commission conflict with the laws of the par-  
6 ticipating state that establish the medical services a PA may perform in the participating  
7 state, as held by a court of competent jurisdiction, the rules of the Commission shall be in-  
8 effective in that state to the extent of the conflict.

9 2. Notwithstanding paragraph 1 of this subsection, the Oregon Medical Board shall review  
10 the rules of the Commission. The board may approve and adopt the rules of the Commission  
11 as rules of the board. The State of Oregon is subject to a rule of the Commission only if the  
12 rule of the Commission is adopted by the board.

13 D. If a majority of the legislatures of the participating states rejects a Commission rule,  
14 by enactment of a statute or resolution in the same manner used to adopt this Compact  
15 within four years of the date of adoption of the rule, then such rule shall have no further  
16 force and effect in any participating state or to any state applying to participate in this  
17 Compact.

18 E. Commission rules shall be adopted at a regular or special meeting of the Commission.

19 F. Prior to promulgation and adoption of a final rule or rules by the Commission, and  
20 at least 30 days in advance of the meeting at which the rule will be considered and voted  
21 upon, the Commission shall file a notice of proposed rulemaking:

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

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

25 3. In such other ways as the Commission may by rule specify.

26 G. The notice of proposed rulemaking shall include:

27 1. The time, date and location of the public hearing on the proposed rule and the proposed  
28 time, date and location of the meeting in which the proposed rule will be considered and  
29 voted upon;

30 2. The text of the proposed rule and the reason for the proposed rule;

31 3. A request for comments on the proposed rule from any interested person and the date  
32 by which written comments must be received; and

33 4. The manner in which interested persons may submit notice to the Commission of their  
34 intention to attend the public hearing or provide any written comments.

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

37 I. If the hearing is to be held via electronic means, the Commission shall publish the  
38 mechanism for access to the electronic hearing.

39 1. All persons wishing to be heard at the hearing shall as directed in the notice of pro-  
40 posed rulemaking, not less than five business days before the scheduled date of the hearing,  
41 notify the Commission of their desire to appear and testify at the hearing.

42 2. Hearings shall be conducted in a manner providing each person who wishes to com-  
43 ment a fair and reasonable opportunity to comment orally or in writing.

44 3. All hearings shall be recorded. A copy of the recording and the written comments,  
45 data, facts, opinions and arguments received in response to the proposed rulemaking shall

1 be made available to a person upon request.

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

5 J. Following the public hearing the Commission shall consider all written and oral com-  
6 ments timely received.

7 K. The Commission shall, by majority vote of all delegates, take final action on the pro-  
8 posed rule and shall determine the effective date of the rule, if adopted, based on the  
9 rulemaking record and the full text of the rule.

10 1. If adopted, the rule shall be posted on the Commission's website.

11 2. The Commission may adopt changes to the proposed rule provided the changes do not  
12 enlarge the original purpose of the proposed rule.

13 3. The Commission shall provide on its website an explanation of the reasons for sub-  
14 stantive changes made to the proposed rule as well as reasons for substantive changes not  
15 made that were recommended by commenters.

16 4. The Commission shall determine a reasonable effective date for the rule. Except for  
17 an emergency as provided in subsection L of this section, the effective date of the rule shall  
18 be no sooner than 30 days after the Commission issued the notice that it adopted the rule.

19 L. Upon determination that an emergency exists, the Commission may consider and  
20 adopt an emergency rule with 24 hours prior notice, without the opportunity for comment  
21 or hearing, provided that the usual rulemaking procedures provided in this Compact and in  
22 this section shall be retroactively applied to the rule as soon as reasonably possible, in no  
23 event later than 90 days after the effective date of the rule. For the purposes of this pro-  
24 vision, an emergency rule is one that must be adopted immediately by the Commission in  
25 order to:

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

27 2. Prevent a loss of Commission or participating state funds;

28 3. Meet a deadline for the promulgation of a Commission rule that is established by fed-  
29 eral law or rule; or

30 4. Protect public health and safety.

31 M. The Commission or an authorized committee of the Commission may direct revisions  
32 to a previously adopted Commission rule for purposes of correcting typographical errors,  
33 errors in format, errors in consistency or grammatical errors. Public notice of any revisions  
34 shall be posted on the website of the Commission. The revision shall be subject to challenge  
35 by any person for a period of 30 days after posting. The revision may be challenged only on  
36 grounds that the revision results in a material change to a rule. A challenge shall be made  
37 as set forth in the notice of revisions and delivered to the Commission prior to the end of  
38 the notice period. If no challenge is made, the revision will take effect without further  
39 action. If the revision is challenged, the revision may not take effect without the approval  
40 of the Commission.

41 N. No participating state's rulemaking requirements shall apply under this Compact.

42 SECTION 10. Oversight, Dispute Resolution and Enforcement.

43 A. Oversight

44 1. The executive and judicial branches of state government in each participating state  
45 shall enforce this Compact and take all actions necessary and appropriate to implement this

1 **Compact.**

2 **2. Venue is proper and judicial proceedings by or against the Commission shall be brought**  
 3 **solely and exclusively in a court of competent jurisdiction where the principal office of the**  
 4 **Commission is located. The Commission may waive venue and jurisdictional defenses to the**  
 5 **extent it adopts or consents to participate in alternative dispute resolution proceedings.**  
 6 **Nothing herein shall affect or limit the selection or propriety of venue in any action against**  
 7 **a licensee for professional malpractice, misconduct or any such similar matter.**

8 **3. The Commission shall be entitled to receive service of process in any proceeding re-**  
 9 **garding the enforcement or interpretation of this Compact or the Commission’s rules and**  
 10 **shall have standing to intervene in such a proceeding for all purposes. Failure to provide the**  
 11 **Commission with service of process shall render a judgment or order in such proceeding void**  
 12 **as to the Commission, this Compact or Commission rules.**

13 **B. Default, Technical Assistance and Termination**

14 **1. If the Commission determines that a participating state has defaulted in the perform-**  
 15 **ance of its obligations or responsibilities under this Compact or the Commission rules, the**  
 16 **Commission shall provide written notice to the defaulting state and other participating**  
 17 **states. The notice shall describe the default, the proposed means of curing the default and**  
 18 **any other action that the Commission may take and shall offer remedial training and specific**  
 19 **technical assistance regarding the default.**

20 **2. If a state in default fails to cure the default, the defaulting state may be terminated**  
 21 **from this Compact upon an affirmative vote of a majority of the delegates of the participat-**  
 22 **ing states, and all rights, privileges and benefits conferred by this Compact upon such state**  
 23 **may be terminated on the effective date of termination. A cure of the default does not relieve**  
 24 **the offending state of obligations or liabilities incurred during the period of default.**

25 **3. Termination of participation in this Compact shall be imposed only after all other**  
 26 **means of securing compliance have been exhausted. Notice of intent to suspend or terminate**  
 27 **shall be given by the Commission to the Governor, the majority and minority leaders of the**  
 28 **defaulting state’s legislature and to the licensing boards of each of the participating states.**

29 **4. A state that has been terminated is responsible for all assessments, obligations and**  
 30 **liabilities incurred through the effective date of termination, including obligations that ex-**  
 31 **tend beyond the effective date of termination.**

32 **5. The Commission shall not bear any costs related to a state that is found to be in de-**  
 33 **fault or that has been terminated from this Compact, unless agreed upon in writing between**  
 34 **the Commission and the defaulting state.**

35 **6. The defaulting state may appeal its termination from this Compact by the Commission**  
 36 **by petitioning the U.S. District Court for the District of Columbia or the federal district**  
 37 **where the Commission has its principal offices. The prevailing party shall be awarded all**  
 38 **costs of such litigation, including reasonable attorney’s fees.**

39 **7. Upon the termination of a state’s participation in this Compact, the state shall im-**  
 40 **mediately provide notice to all licensees within that state of such termination.**

41 **a. Licensees who have been granted a Compact privilege in that state shall retain the**  
 42 **Compact privilege for 180 days following the effective date of such termination.**

43 **b. Licensees who are licensed in that state who have been granted a Compact privilege**  
 44 **in a participating state shall retain the Compact privilege for 180 days unless the licensee**  
 45 **also has a qualifying license in a participating state or obtains a qualifying license in a par-**

1 participating state before the 180-day period ends, in which case the Compact privilege shall  
 2 continue.

3 **C. Dispute Resolution**

4 1. Upon request by a participating state, the Commission shall attempt to resolve dis-  
 5 putes related to this Compact that arise among participating states and between participat-  
 6 ing and nonparticipating states.

7 2. The Commission shall promulgate a rule providing for both mediation and binding  
 8 dispute resolution for disputes as appropriate.

9 **D. Enforcement**

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

12 2. If compliance is not secured after all means to secure compliance have been exhausted,  
 13 by majority vote, the Commission may initiate legal action in the U.S. District Court for the  
 14 District of Columbia or the federal district where the Commission has its principal offices  
 15 against a participating state in default to enforce compliance with the provisions of this  
 16 Compact and the Commission's rules and bylaws. The relief sought may include both  
 17 injunctive relief and damages. In the event judicial enforcement is necessary, the prevailing  
 18 party shall be awarded all costs of such litigation, including reasonable attorney's fees.

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

21 **E. Legal Action Against the Commission**

22 1. A participating state may initiate legal action against the Commission in the U.S.  
 23 District Court for the District of Columbia or the federal district where the Commission has  
 24 its principal offices to enforce compliance with the provisions of this Compact and its rules.  
 25 The relief sought may include both injunctive relief and damages. In the event judicial  
 26 enforcement is necessary, the prevailing party shall be awarded all costs of such litigation,  
 27 including reasonable attorney's fees.

28 2. No person other than a participating state shall enforce this Compact against the  
 29 Commission.

30 **SECTION 11. Date of Implementation of the PA Licensure Compact Commission.**

31 **A. This Compact shall come into effect on the date on which this Compact statute is**  
 32 **enacted into law in the seventh participating state.**

33 1. On or after the effective date of this Compact, the Commission shall convene and re-  
 34 view the enactment of each of the states that enacted this Compact prior to the Commission  
 35 convening ("charter participating states") to determine if the statute enacted by each such  
 36 charter participating state is materially different than the model Compact.

37 a. A charter participating state whose enactment is found to be materially different from  
 38 the model Compact shall be entitled to the default process set forth in section 10.B of this  
 39 Compact.

40 b. If any participating state later withdraws from this Compact or its participation is  
 41 terminated, the Commission shall remain in existence and this Compact shall remain in ef-  
 42 fect even if the number of participating states should be less than seven. Participating states  
 43 enacting this Compact subsequent to the Commission convening shall be subject to the pro-  
 44 cess set forth in section 7.C.21 of this Compact to determine if their enactments are mate-  
 45 rially different from the model Compact and whether they qualify for participation in this

1 **Compact.**

2 **2. Participating states enacting this Compact subsequent to the seven initial charter**  
 3 **participating states shall be subject to the process set forth in section 7.C.21 of this Compact**  
 4 **to determine if their enactments are materially different from the model Compact and**  
 5 **whether they qualify for participation in this Compact.**

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

10 **B. Any state that joins this Compact shall be subject to the Commission’s rules and by-**  
 11 **laws as they exist on the date on which this Compact becomes law in that state. Any rule**  
 12 **that has been previously adopted by the Commission shall have the full force and effect of**  
 13 **law on the day this Compact becomes law in that state.**

14 **C. Any participating state may withdraw from this Compact by enacting a statute re-**  
 15 **pealing the same.**

16 **1. A participating state’s withdrawal shall not take effect until 180 days after enactment**  
 17 **of the repealing statute. During this 180 day-period, all Compact privileges that were in effect**  
 18 **in the withdrawing state and were granted to licensees licensed in the withdrawing state**  
 19 **shall remain in effect. If any licensee licensed in the withdrawing state is also licensed in**  
 20 **another participating state or obtains a license in another participating state within the 180**  
 21 **days, the licensee’s Compact privileges in other participating states shall not be affected by**  
 22 **the passage of the 180 days.**

23 **2. Withdrawal shall not affect the continuing requirement of the state licensing board**  
 24 **of the withdrawing state to comply with the investigative and adverse action reporting re-**  
 25 **quirements of this Compact prior to the effective date of withdrawal.**

26 **3. Upon the enactment of a statute withdrawing a state from this Compact, the state**  
 27 **shall immediately provide notice of such withdrawal to all licensees within that state. Such**  
 28 **withdrawing state shall continue to recognize all licenses granted pursuant to this Compact**  
 29 **for a minimum of 180 days after the date of such notice of withdrawal.**

30 **D. Nothing contained in this Compact shall be construed to invalidate or prevent any PA**  
 31 **licensure agreement or other cooperative arrangement between participating states and be-**  
 32 **tween a participating state and nonparticipating state that does not conflict with the pro-**  
 33 **visions of this Compact.**

34 **E. This Compact may be amended by the participating states. No amendment to this**  
 35 **Compact shall become effective and binding upon any participating state until it is enacted**  
 36 **materially in the same manner into the laws of all participating states as determined by the**  
 37 **Commission.**

38 **SECTION 12. Construction and Severability.**

39 **A. This Compact and the Commission’s rulemaking authority shall be liberally construed**  
 40 **so as to effectuate the purposes and the implementation and administration of this Compact.**  
 41 **Provisions of this Compact expressly authorizing or requiring the promulgation of rules shall**  
 42 **not be construed to limit the Commission’s rulemaking authority solely for those purposes.**

43 **B. The provisions of this Compact shall be severable and if any phrase, clause, sentence**  
 44 **or provision of this Compact is held by a court of competent jurisdiction to be contrary to**  
 45 **the constitution of any participating state, a state seeking participation in this Compact or**



1 the United States, or the applicability thereof to any government, agency, person or cir-  
 2 cumstance is held to be unconstitutional by a court of competent jurisdiction, the validity  
 3 of the remainder of this Compact and the applicability thereof to any other government,  
 4 agency, person or circumstance shall not be affected thereby.

5 C. Notwithstanding subsection B of this section, the Commission may deny a state's  
 6 participation in this Compact or, in accordance with the requirements of section 10.B of this  
 7 Compact, terminate a participating state's participation in this Compact, if it determines  
 8 that a constitutional requirement of a participating state is, or would be with respect to a  
 9 state seeking to participate in this Compact, a material departure from this Compact. Oth-  
 10 erwise, if this Compact shall be held to be contrary to the constitution of any participating  
 11 state, this Compact shall remain in full force and effect as to the remaining participating  
 12 states and in full force and effect as to the participating state affected as to all severable  
 13 matters.

14 **SECTION 13. Binding Effect of Compact.**

15 A. Nothing herein prevents the enforcement of any other law of a participating state that  
 16 is not inconsistent with this Compact.

17 B. Any laws in a participating state in conflict with this Compact are superseded to the  
 18 extent of the conflict.

19 C. All agreements between the Commission and the participating states are binding in  
 20 accordance with their terms.

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21  
 22  
 23 **SECTION 2. The Legislative Assembly of the State of Oregon hereby ratifies the PA**  
 24 **Licensure Compact set forth in section 1 of this 2025 Act.**

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

26 676.177. (1) Notwithstanding any other provision of ORS 676.165 to 676.180 and except as pro-  
 27 vided in subsection (5) of this section, a health professional regulatory board, upon a determination  
 28 by the board that it possesses otherwise confidential information that reasonably relates to the  
 29 regulatory or enforcement function of another public entity, may disclose that information to the  
 30 other public entity.

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

35 (3) For purposes of this section, "public entity" means:

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

38 (b) A district attorney;

39 (c) The Department of Justice;

40 (d) A state or local public body of this state that licenses, franchises or provides emergency  
 41 medical services; or

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

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

44 (a) The Oregon Board of Physical Therapy may disclose information described in subsection (1)  
 45 of this section to the Physical Therapy Compact Commission [*established*] **described** in ORS 688.240.

1       **(b) The Oregon Medical Board may disclose information described in subsection (1) of this**  
 2 **section to the PA Licensure Compact Commission described in section 1 of this 2025 Act.**

3       (5) A health professional regulatory board may not disclose the information described in sub-  
 4 section (1) of this section to another public entity if the information relates to the provision of or  
 5 referral for reproductive or gender-affirming health care services.

6       **SECTION 4.** ORS 677.060 is amended to read:

7       677.060. This chapter does not affect or prevent the following:

8       (1) The practice of medicine or podiatry in this state by any commissioned medical or podiatric  
 9 officer serving in the Armed Forces of the United States or Public Health Service, or any medical  
 10 or podiatric officer on duty with the United States Department of Veterans Affairs, while any such  
 11 medical or podiatric officer is engaged in the performance of the actual duties prescribed by the  
 12 laws and regulations of the United States.

13       (2) The meeting in this state of any licensed practitioner of medicine of any other state or  
 14 country with a licensed practitioner of medicine in this state, for consultation.

15       (3) Supervised clinical training by an acupuncture student who is enrolled in a school approved  
 16 to offer credit for post-secondary clinical education in Oregon or clinical practice of acupuncture  
 17 by a practitioner licensed to practice acupuncture in another state or foreign country who is en-  
 18 rolled in clinical training approved by the Oregon Medical Board.

19       (4) The practice of medicine or podiatry by an individual licensed to practice medicine or  
 20 podiatry in another state or country who is providing health care services for an out-of-state athletic  
 21 team provided that:

22       (a) The individual is practicing pursuant to a written agreement with the team under which the  
 23 individual provides health care services:

24       (A) Only for team members, team staff members or family members traveling with the team; and

25       (B) For a specific athletic event taking place in this state;

26       (b) The individual practices medicine or podiatry for no more than 10 consecutive days for each  
 27 athletic event or, upon written order by the executive director of the Oregon Medical Board, an  
 28 additional amount of time not to exceed 21 consecutive days for each athletic event;

29       (c) The individual does not provide health care services or perform consultations for a resident  
 30 of this state unless the resident is a team member, team staff member or family member traveling  
 31 with the team; and

32       (d) The individual does not provide health care services at a health care facility, as defined in  
 33 ORS 442.015, unless the health care facility is located in an arena or stadium or on a college campus  
 34 or is a temporary facility established for an athletic event.

35       (5) The furnishing of medical or surgical assistance in cases of emergency requiring immediate  
 36 attention.

37       (6) The domestic administration of family remedies.

38       (7) The practice of dentistry, pharmacy, nursing, optometry, psychology, regulated social work,  
 39 chiropractic, naturopathic medicine or cosmetic therapy, by any person authorized by this state.

40       (8) The practice of the religion of persons who endeavor to prevent or cure disease or suffering  
 41 by prayer or other spiritual means in accordance with the tenets of any church. Nothing in this  
 42 chapter interferes in any manner with the individual's right to select the practitioner or mode of  
 43 treatment of an individual's choice, or interferes with the right of the person so employed to give  
 44 the treatment so chosen if public health laws and rules are complied with.

45       (9) The sale of lenses, artificial eyes, limbs or surgical instruments or other apparatus or appli-

1 ances of a similar character.

2 (10) The sale, rent or use for hire of any device or appliance, the sale of which is not prohibited  
3 by the laws of Oregon or the United States.

4 (11) The practice of physiotherapy, electrotherapy or hydrotherapy carried on by a duly licensed  
5 practitioner of medicine, naturopathic medicine or chiropractic, or by ancillary personnel certified  
6 by the State Board of Chiropractic Examiners, pursuant to ORS 684.155 (1)(c)(A), to provide  
7 physiotherapy, electrotherapy or hydrotherapy and working under the direction of a chiropractic  
8 physician.

9 (12) The practice or use of massage, Swedish movement, physical culture, or other natural  
10 methods requiring use of the hands.

11 (13) The use of the title “doctor,” “chiropractic physician,” “naturopathic physician,” “doctor  
12 of optometry,” “optometric physician” or “podiatric physician” in accordance with ORS 676.110 and  
13 676.120.

14 **(14) The provision of medical services, as defined in section 1 of this 2025 Act, by a person**  
15 **authorized by compact privilege, as defined in section 1 of this 2025 Act, to provide medical**  
16 **services under section 1 of this 2025 Act.**

17 **SECTION 5.** ORS 677.080 is amended to read:

18 677.080. A person may not:

19 (1) Knowingly make any false statement or representation on a matter, or willfully conceal any  
20 fact material to the right of the person to practice medicine or to obtain a license under this  
21 chapter.

22 (2) Sell or fraudulently obtain or furnish any medical and surgical diploma, license, record or  
23 registration, or aid or abet in the same.

24 (3) Impersonate anyone to whom a license has been granted by the Oregon Medical Board.

25 (4) Except as provided in ORS 676.347, 677.060 and 677.137 **and section 1 of this 2025 Act,**  
26 practice medicine in this state without a license required by this chapter.

27 **SECTION 6.** ORS 677.290 is amended to read:

28 677.290. (1) All moneys received by the Oregon Medical Board under this chapter **and the PA**  
29 **Licensure Compact set forth in section 1 of this 2025 Act** shall be paid into the General Fund  
30 in the State Treasury and placed to the credit of the Oregon Medical Board Account which is es-  
31 tablished. Such moneys are appropriated continuously **to the board** and *[shall]* **may** be used only  
32 for:

33 **(a)** The administration and enforcement of this chapter and ORS 676.850 and 676.860; **and**

34 **(b) The purpose of meeting financial obligations of the State of Oregon as a result of this**  
35 **state’s participation in the PA Licensure Compact set forth in section 1 of this 2025 Act.**

36 (2) Notwithstanding subsection (1) of this section, the board may maintain a revolving account  
37 in a sum not to exceed \$50,000 for the purpose of receiving and paying pass-through moneys relating  
38 to peer review pursuant to its duties under ORS 441.055 (4) and (5) and in administering programs  
39 pursuant to its duties under this chapter relating to the education and rehabilitation of licensees in  
40 the areas of chemical substance abuse, inappropriate prescribing and medical competence. The crea-  
41 tion of and disbursement of moneys from the revolving account shall not require an allotment or  
42 allocation of moneys pursuant to ORS 291.234 to 291.260. All moneys in the account are continuously  
43 appropriated **to the board** for purposes set forth in this subsection.

44 (3) Each year \$10 shall be paid to the Oregon Health and Science University for each in-state  
45 physician licensed under this chapter, which amount is continuously appropriated to the Oregon

1 Health and Science University to be used in maintaining a circulating library of medical and surgi-  
 2 cal books and publications for the use of practitioners of medicine in this state, and when not so in  
 3 use to be kept at the library of the School of Medicine and accessible to its students. The balance  
 4 of the money received by the board is appropriated continuously and shall be used only for the ad-  
 5 ministration and enforcement of this chapter, but any part of the balance may, upon the order of the  
 6 board, be paid into the circulating library fund.

7 **SECTION 7.** (1) The amendments to ORS 676.177 by section 3 of this 2025 Act apply to  
 8 information disclosed on or after the operative date specified in section 8 of this 2025 Act.

9 (2) The amendments to ORS 677.060 and 677.080 by sections 4 and 5 of this 2025 Act apply  
 10 to individuals authorized to provide medical services by compact privilege on or after the  
 11 operative date specified in section 8 of this 2025 Act.

12 (3) The amendments to ORS 677.290 by section 6 of this 2025 Act apply to moneys received  
 13 by the Oregon Medical Board on or after the operative date specified in section 8 of this 2025  
 14 Act.

15 **SECTION 8.** (1) Sections 1 and 2 of this 2025 Act and the amendments to ORS 676.177,  
 16 677.060, 677.080 and 677.290 by sections 3 to 6 of this 2025 Act become operative on January  
 17 1, 2026.

18 (2) The Oregon Medical Board may take any action before the operative date specified in  
 19 subsection (1) of this section that is necessary to enable the board to exercise, on and after  
 20 the operative date specified in subsection (1) of this section, all of the duties, functions and  
 21 powers conferred on the board by sections 1 and 2 of this 2025 Act and the amendments to  
 22 ORS 676.177, 677.060, 677.080 and 677.290 by sections 3 to 6 of this 2025 Act.

23 **SECTION 9.** This 2025 Act takes effect on the 91st day after the date on which the 2025  
 24 regular session of the Eighty-third Legislative Assembly adjourns sine die.

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