

Requested by Senator PROZANSKI

**PROPOSED AMENDMENTS TO
SENATE BILL 957**

1 In line 2 of the printed bill, before the period insert “; and declaring an
2 emergency”.

3 Delete lines 4 through 22 and insert:

4 **“SECTION 1. (1) As used in this section:**

5 **“(a) ‘Licensee’ means an individual holding a valid license issued
6 by the Oregon Medical Board.**

7 **“(b) ‘Noncompetition agreement’ means a written agreement be-
8 tween a licensee and another person under which the licensee agrees
9 that the licensee, either alone or as an employee, associate or affiliate
10 of a third person, will not compete with the other person in providing
11 products, processes or services that are similar to the other person’s
12 products, processes or services for a period of time or within a speci-
13 fied geographic area after termination of employment or termination
14 of a contract under which the licensee supplied goods to or performed
15 services for the other person.**

16 **“(c) ‘Nondisclosure agreement’ means a written agreement under
17 the terms of which a licensee must refrain from disclosing partially,
18 fully, directly or indirectly to any person, other than another party to
19 the written agreement or to a person specified in the agreement as a
20 third-party beneficiary of the agreement:**

21 **“(A) A policy or practice that a party to the agreement required the**

1 licensee to use, in patient care, other than individually identifiable
2 health information that the licensee may not disclose under the Health
3 Insurance Portability and Accountability Act of 1996, P.L. 104-191, as
4 in effect on the effective date of this 2025 Act;

5 “(B) A policy, practice or other information about or associated
6 with the licensee’s employment, conditions of employment or rate or
7 amount of pay or other compensation; or

8 “(C) Any other information the licensee possesses or to which the
9 licensee has access by reason of the licensee’s employment by, or
10 provision of services for or on behalf of, a party to the agreement,
11 other than information that is subject to protection under applicable
12 law as a trade secret of, or as otherwise proprietary to, another party
13 to the agreement or to a person specified in the agreement as a
14 third-party beneficiary of the agreement.

15 “(d) ‘Nondisparagement agreement’ means a written agreement
16 under which a licensee must refrain from making to a third party a
17 statement about another party to the agreement or about another
18 person specified in the agreement as a third-party beneficiary of the
19 agreement, the effect of which causes or threatens to cause harm to
20 the other party’s or person’s reputation, business relations or other
21 economic interests.

22 “(e) ‘Nonsolicitation agreement’ means a written agreement be-
23 tween a licensee and another person under the terms of which the
24 licensee, upon the conclusion of an association with the other person,
25 agrees to refrain from soliciting or recruiting patients, employees or
26 other licensees to seek services or employment elsewhere.

27 “(2)(a) Notwithstanding ORS 653.295 (1) and (2), and except as pro-
28 vided in paragraph (b) of this subsection, a noncompetition agreement
29 between a licensee and another person is void and unenforceable.

30 “(b) A noncompetition agreement between a licensee and another

1 person is valid and enforceable under the terms provided in ORS
2 653.295 and to the extent that the noncompetition agreement is be-
3 tween a licensee and a business entity:

4 “(A) For which the licensee provides direct patient care services;
5 and

6 “(B) In which the licensee controls an ownership interest that is
7 equivalent to at least five percent of the entire ownership interest that
8 exists in the business entity.

9 “(3) The following agreements between a licensee and another per-
10 son are void and unenforceable:

11 “(a) A nonsolicitation agreement, notwithstanding ORS 653.295 (5).

12 “(b) A nondisparagement agreement.

13 “(c) A nondisclosure agreement.

14 “SECTION 2. A noncompetition agreement, nondisclosure agree-
15 ment, nondisparagement agreement or nonsolicitation agreement, as
16 those terms are defined in section 1 of this 2025 Act, into which a
17 licensee, as defined in section 1 of this 2025 Act, enters before, on or
18 after the effective date of this 2025 Act may not be enforced.

19 “SECTION 3. This 2025 Act being necessary for the immediate
20 preservation of the public peace, health and safety, an emergency is
21 declared to exist, and this 2025 Act takes effect on its passage.”.

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