

# **ANNOTATED MINUTES**

Tuesday, March 18, 1997 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## **BOARD BRIEFINGS**

*Chair Beverly Stein convened the meeting at 9:33 a.m., with Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present, and Vice-Chair Gary Hansen arriving at 9:35 a.m.*

- B-1 Discussion of the Truancy Reduction Program, an Intergovernmental Effort Funded by an Edward Byrne Memorial State and Local Formula Grant. Presented by Elyse Clawson, Joanne Fuller, Jimmy Brown and Bill Morris.

*Vice-Chair Hansen arrived at 9:35 a.m.*

**ELYSE CLAWSON, BILL MORRIS, MICHAEL STARK AND HELEN TESSELAAR PRESENTATION AND RESPONSE TO BOARD QUESTIONS, DISCUSSION AND COMMENTS IN SUPPORT. BOARD CONSIDERATION OF BUDGET MODIFICATION ON THURSDAY.**

- B-3 Update on Implementation of Armed Units for Defensive Response Only in Adult Community Justice. Presented by Elyse Clawson, Bob Grindstaff and Michael Haines.

**ELYSE CLAWSON, MICHAEL HAINES, CARRIE KIRKPATRICK, BOB GRINDSTAFF AND GERARD WELCH PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. STAFF TO COME BACK WITH BRIEFING UPDATE AND RECOMMENDATIONS REGARDING VOLUNTARY OR MANDATORY ARMING FOR BOARD VOTE ON THURSDAY, JULY 10, 1997.**

*Vice-Chair Hansen was excused at 11:04 a.m.*

- B-2 Multnomah County Audit Committee Presentation of Comprehensive Annual Financial Report and Single Audit Report for Fiscal Year Ending June 30, 1996. Presented by Sharon De La Rosa.

***DAVE BOYER, SHARON DE LA ROSA AND JEAN UZELAC PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS IN SUPPORT.***

*Chair Stein was excused at 11:25 a.m.*

*There being no further business, the meeting was adjourned at 11:35 a.m.*

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Thursday, March 20, 1997 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:32 a.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.*

**CONSENT CALENDAR**

***AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, CONSENT CALENDAR ITEMS C-1 AND C-2 AND C-4 THROUGH C-16 WERE UNANIMOUSLY APPROVED.***

**NON-DEPARTMENTAL**

- C-1 Appointment of Kirby Steinhauer to the ANIMAL CONTROL ADVISORY COMMITTEE

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-2 Amendment 2 to Intergovernmental Agreement 100197 with Oregon Health Sciences University, Addictions Treatment and Training Clinic, Extending DUII Information and Rehabilitation Programs through June 30, 1997

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-4 ORDER Authorizing Execution of Replacement Deed D971414 for Certain Tax Acquired Property to John E. McKibben

***ORDER 97-39.***

- C-5 ORDER Authorizing Execution of Replacement Deed D971415 for Certain Tax Acquired Property to Jamal Tarhuni

***ORDER 97-40.***

- C-6 ORDER Authorizing Execution of Replacement Deed D971416 for Certain Tax Acquired Property to Jamal Tarhuni

***ORDER 97-41.***

- C-7 ORDER Authorizing Execution of Deed D971419 Upon Complete Performance of a Contract to Charles Washington

***ORDER 97-42.***

- C-8 ORDER Authorizing Execution of Deed D971421 Upon Complete Performance of a Contract to Richard Williams and Janette Williams

***ORDER 97-43.***

- C-9 ORDER Authorizing Execution of Deed D971422 for Certain Tax Acquired Property to Hubbard Construction Corp.

***ORDER 97-44.***

- C-10 ORDER Authorizing Execution of Deed D971423 for Certain Tax Acquired Property to King T. and Mei S. Ha

***ORDER 97-45.***

- C-11 ORDER Authorizing Execution of Deed D971425 for Certain Tax Acquired Property to Fish Construction NW, Inc.

***ORDER 97-46.***

- C-12 ORDER Authorizing Execution of Deed D971426 for Certain Tax Acquired Property to Alemseged Gebrehiwot and Getachew Gebrehiwot

***ORDER 97-47.***

- C-13 ORDER Authorizing Execution of Deed D971427 for Certain Tax Acquired Property to King T. and Mei S. Ha

***ORDER 97-48.***

- C-14 ORDER Authorizing Execution of Deed D971428 for Certain Tax Acquired Property to Fish Construction NW, Inc.

***ORDER 97-49.***

**DISTRICT ATTORNEY'S OFFICE**

- C-15 Amendment 1 to Intergovernmental Revenue Agreement 500447 with the State Office for Services to Children and Families, Providing Additional Funding to the CAMI Child Abuse Program for the Period Ending December 31, 1996
- C-16 Renewal of Intergovernmental Revenue Agreement 500447 with the State Office for Services to Children and Families, Providing Funding to the CAMI Child Abuse Program for the Period Ending December 31, 1997

**REGULAR AGENDA**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-3 CU 7-96/SEC 33-96 Report the Hearings Officer Decision Regarding Denial of a Conditional Use Permit for a Template Dwelling and a Significant Environmental Concern Permit for Property in the Commercial Forest District, Located at 10220 NW 160<sup>th</sup> AVENUE

***AT THE REQUEST OF CHAIR STEIN WHO ADVISED AN APPEAL WAS FILED, AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, IT WAS UNANIMOUSLY APPROVED THAT A DE NOVO HEARING BE SCHEDULED FOR 9:30 AM, TUESDAY, APRIL 1, 1997, WITH TESTIMONY LIMITED TO 20 MINUTES PER SIDE.***



## **PUBLIC COMMENT**

- R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

***NO ONE WISHED TO COMMENT.***

## **NON-DEPARTMENTAL**

- R-2 Presentation of the Multnomah County Central Citizen Budget Advisory Committee 1996 Dedicated Fund Review Report by Jack Pessia, Chair

***JACK PESSIA PRESENTATION. CHAIR STEIN  
COMMENTS IN APPRECIATION.***

## **DEPARTMENT OF HEALTH**

- R-3 RESOLUTION Regarding Transfer of CareOregon, a Division of the Multnomah County Health Department, to CareOregon, Inc.

***COMMISSIONER SALTZMAN MOVED AND  
COMMISSIONER KELLEY SECONDED, APPROVAL  
OF R-3. MARY LOU HENNRICH EXPLANATION  
AND RESPONSE TO BOARD QUESTIONS AND  
COMMENTS IN APPRECIATION. RESOLUTION 97-  
50 UNANIMOUSLY APPROVED.***

## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-4 RESOLUTION Authorizing Condemnation and Immediate Possession of Certain Real Properties Necessary to Complete Permanent Slide Damage Repairs to SW Scholls Ferry Road

***COMMISSIONER KELLEY MOVED AND  
COMMISSIONER SALTZMAN SECONDED,  
APPROVAL OF R-4. JOHN THOMAS  
EXPLANATION, ADVISING THE PARTIES WOULD  
BE ENTERING MEDIATION ON APRIL 16, 1997 AND  
THE ISSUE WOULD COME BACK BEFORE THE  
BOARD MAY 1, 1997 IF NECESSARY. RESOLUTION  
97-51 UNANIMOUSLY APPROVED.***

## **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- R-5 Budget Modification DJJS 4 Appropriating \$250,000 in Criminal Justice  
Truancy Diversion Program Grant Dollars to Fund Staff and Contracted Services  
to Youth

**COMMISSIONER SALTZMAN MOVED AND  
COMMISSIONER HANSEN SECONDED, APPROVAL  
OF R-5. ELYSE CLAWSON EXPLANATION AND  
RESPONSE TO BOARD QUESTIONS.  
COMMISSIONER COLLIER MOVED, SECONDED BY  
COMMISSIONER KELLEY, TO ELIMINATE THE  
INCENTIVE PROPOSAL FROM THE BUDGET  
MODIFICATION. COMMISSIONER COLLIER  
COMMENTS IN SUPPORT OF HER MOTION. MS.  
CLAWSON AND HELEN TESSELAAR RESPONSE TO  
BOARD QUESTIONS. COMMISSIONER HANSEN  
COMMENTS IN SUPPORT OF AMENDMENT.  
COMMISSIONER SALTZMAN AND CHAIR STEIN  
COMMENTS IN SUPPORT OF INCENTIVE  
PROGRAMS. FOLLOWING BOARD DISCUSSION,  
AMENDMENT THAT NO FUNDS WILL BE SPENT  
ON PROGRAM INCENTIVES APPROVED, WITH  
COMMISSIONERS KELLEY, COLLIER AND  
HANSEN VOTING AYE, AND COMMISSIONERS  
SALTZMAN AND STEIN VOTING NO. BUDGET  
MODIFICATION UNANIMOUSLY APPROVED, AS  
AMENDED.**

*There being no further business, the regular meeting was adjourned at 10:40  
a.m. and the briefing convened at 10:44 a.m.*

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Thursday, March 20, 1997 - 10:15 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

### **BOARD BRIEFING**

- B-4 Discussion of the Oregon Domestic Violence Council Publication of "A  
Collaborative Approach to Domestic Violence, Oregon Protocol Handbook".  
Presented by Joanne Fuller and Chiquita Rollins.

**JOANNE FULLER, CHIQUITA ROLLINS, ROD  
UNDERHILL AND ROSEMARY LIONS  
PRESENTATION AND RESPONSE TO BOARD  
QUESTIONS AND DISCUSSION.**

*Commissioner Collier was excused at 11:17 a.m.*

*There being no further business, the meeting was adjourned at 11:20 a.m.*

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*



## MULTNOMAH COUNTY OREGON

### BOARD CLERK

OFFICE OF BEVERLY STEIN, COUNTY CHAIR  
1120 SW FIFTH AVENUE, SUITE 1515  
PORTLAND, OREGON 97204  
TELEPHONE • (503) 248-3277  
FAX • (503) 248-3013

### BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR	•248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	•248-5219
TANYA COLLIER •	DISTRICT 3	•248-5217
SHARRON KELLEY •	DISTRICT 4	•248-5213

# MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

# AGENDA

FOR THE WEEK OF

**MARCH 17, 1997 - MARCH 21, 1997**

*Tuesday, March 18, 1997 - 9:30 AM - Board Briefings..... Page 2*

*Thursday, March 20, 1997 - 9:30 AM - Regular Meeting.....Page 2*

*Thursday, March 20, 1997 - 10:15 AM - Board Briefing.....Page 5*

*Thursday Meetings of the Multnomah County Board of Commissioners are \*cable-cast\* live and taped and can be seen by Cable subscribers in Multnomah County at the following times:*

*Thursday, 9:30 AM, (LIVE) Channel 30*

*Friday, 10:00 PM, Channel 30*

*Sunday, 1:00 PM, Channel 30*

*\*Produced through Multnomah Community Television\**

INDIVIDUALS WITH DISABILITIES MAY CALL THE BOARD CLERK AT (503) 248-3277, OR MULTNOMAH COUNTY TDD PHONE (503) 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, March 18, 1997 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**BOARD BRIEFINGS**

- B-1      *Discussion of the Truancy Reduction Program, an Intergovernmental Effort Funded by an Edward Byrne Memorial State and Local Formula Grant. Presented by Elyse Clawson, Joanne Fuller, Jimmy Brown and Bill Morris. 1 HOUR REQUESTED.*
- B-2      *Multnomah County Audit Committee Presentation of Comprehensive Annual Financial Report and Single Audit Report for Fiscal Year Ending June 30, 1996. Presented by Sharon De La Rosa. 30 MINUTES REQUESTED.*
- B-3      *Update on Implementation of Armed Units for Defensive Response Only in Adult Community Justice. Presented by Elyse Clawson, Bob Grindstaff and Michael Haines. 1 HOUR REQUESTED.*
- 

Thursday, March 20, 1997 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

**CONSENT CALENDAR**

**NON-DEPARTMENTAL**

- C-1      *Appointment of Kirby Steinhauer to the ANIMAL CONTROL ADVISORY COMMITTEE*

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-2      *Amendment 2 to Intergovernmental Agreement 100197 with Oregon Health Sciences University, Addictions Treatment and Training Clinic, Extending DUII Information and Rehabilitation Programs through June 30, 1997*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-3      CU 7-96/SEC 33-96      Report the Hearings Officer Decision Regarding Denial of a Conditional Use Permit for a Template Dwelling and a Significant Environmental Concern Permit for Property in the Commercial Forest District, Located at 10220 NW 160<sup>th</sup> AVENUE
- C-4      ORDER Authorizing Execution of Replacement Deed D971414 for Certain Tax Acquired Property to John E. McKibben
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- C-14      ORDER Authorizing Execution of Deed D971428 for Certain Tax Acquired Property to Fish Construction NW, Inc.

**DISTRICT ATTORNEY'S OFFICE**

- C-15      Amendment 1 to Intergovernmental Revenue Agreement 500447 with the State Office for Services to Children and Families, Providing Additional

*Funding to the CAMI Child Abuse Program for the Period Ending  
December 31, 1996*

- C-16      *Renewal of Intergovernmental Revenue Agreement 500447 with the State  
Office for Services to Children and Families, Providing Funding to the  
CAMI Child Abuse Program for the Period Ending December 31, 1997*

**REGULAR AGENDA**

**PUBLIC COMMENT**

- R-1      *Opportunity for Public Comment on Non-Agenda Matters. Testimony  
Limited to Three Minutes Per Person.*

**NON-DEPARTMENTAL**

- R-2      *Presentation of the Multnomah County Central Citizen Budget Advisory  
Committee 1996 Dedicated Fund Review Report by Jack Pessia, Chair*

**DEPARTMENT OF HEALTH**

- R-3      *RESOLUTION Regarding Transfer of CareOregon, a Division of the  
Multnomah County Health Department, to CareOregon, Inc.*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-4      *RESOLUTION Authorizing Condemnation and Immediate Possession of  
Certain Real Properties Necessary to Complete Permanent Slide  
Damage Repairs to SW Scholls Ferry Road*

**DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- R-5      *Budget Modification DJJS 4 Appropriating \$250,000 in Criminal Justice  
Truancy Diversion Program Grant Dollars to Fund Staff and Contracted  
Services to Youth*

*Thursday, March 20, 1997 - 10:15 AM*  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
*Multnomah County Courthouse, Room 602*  
*1021 SW Fourth, Portland*

**BOARD BRIEFING**

*B-4 Discussion of the Oregon Domestic Violence Council Publication of "A Collaborative Approach to Domestic Violence, Oregon Protocol Handbook". Presented by Joanne Fuller and Chiquita Rollins. 20 MINUTES REQUESTED.*





## MULTNOMAH COUNTY OREGON

**BOARD CLERK**

OFFICE OF BEVERLY STEIN, COUNTY CHAIR  
1120 SW FIFTH AVENUE, SUITE 1515  
PORTLAND, OREGON 97204  
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FAX • (503) 248-3013

**BOARD OF COUNTY COMMISSIONERS**

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TANYA COLLIER	DISTRICT 3	•248-5217
SHARRON KELLEY	DISTRICT 4	•248-5213

# MEMORANDUM

**TO:** *Multnomah County Agenda Subscribers*

**FROM:** *Deb Bogstad, Board Clerk*

**DATE:** *March 13, 1997*

**RE:** *New Location for County Commission Meetings*

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*Effective April 1, 1997, the Multnomah County Board of Commissioners will turn hearing room 602 and room 604 in the County Courthouse over to the State Judicial System for operation of District and Circuit Courts.*

*In cooperation with the Portland City Council and Mayor, the Board of Commissioners will hold its weekly meetings in the auditorium on the second floor of the Portland Building, 1120 SW Fifth, Portland, Oregon, beginning the first week of April, 1997.*

MEETING DATE: MAR 20 1997

AGENDA #: C-1

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Appointment to Animal Control Advisory Board

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 3/27/97

AMOUNT OF TIME NEEDED: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Kirby Steinhauer to the Animal Control Advisory Committee, City of Troutdale Position, for a term ending March 30, 2000.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 MAR 11 AM 8:40

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222



MULTNOMAH COUNTY OREGON

MULTNOMAH COUNTY CHAIR

16610 1 2 2000

DP

## INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)

MULT CO. ANIMAL CONTROL ADVISORY BOARD

B. Name KIRBY Y STEINHAEUER

Address 1645 NE 205TH AVE

City TROUTDALE State OR Zip Code 97060

Do you live in \_\_\_\_\_ unincorporated Multnomah County or FAIRVIEW city within Multnomah County.

Home Phone 503-665-7909

C. Current Employer Ret

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Your Job Title \_\_\_\_\_

Work Phone \_\_\_\_\_ (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes ☐ No ☐

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

USAF 1939-1960 WO ENGINEERING & ADM.

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

J. C. COLEEN	1717 NE 205th TROUTDALE	665-9659
R. L. MARSTON	1541 NE 205th TROUTDALE	665-6500

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE

I. Affirmative Action Information

M/W  
sex/racial ethnic background

Birth date: Month 7 Day 8 Year 116

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Kirby Steinhaus Date 3-1-97

MEETING DATE: MAR 20 1997

AGENDA NO: C-2

ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Amendment #2 to the Intergovernmental Expenditure Agreement Between Oregon Health Sciences University-Addictions Treatment and Training Clinic and County Department of Community and Family Services.**

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_

Requested By: \_\_\_\_\_

Amount of Time Needed: consent

**REGULAR MEETING**

Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Community and Family Services

DIVISION: \_\_\_\_\_

CONTACT: Lorenzo Poe/Norma Jaeger

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Norma Jaeger

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

**Intergovernmental Agreement 100197 with Oregon Health Sciences University-Addictions Treatment and Training Clinic for adult alcohol and drug treatment services. Amendment #2 extends the expiration date of services from February 28, 1997 to June 30, 1997.**

*3/24/97 ORIGINALS TO SARA FIX*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

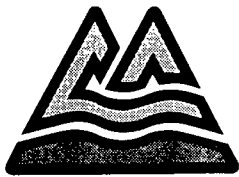
DEPARTMENT MANAGER: \_\_\_\_\_

*Lorenzo Poe me*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR - 7 PM 1:58  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Beverly Stein, Multnomah County Chair

FROM: Lorenzo Poe, Director *Lorenzo Poe mls*  
Department of Community and Family Services

DATE: February 20, 1997

SUBJECT: Intergovernmental Agreement Amendment #2 between the Department of Community and Family Services and the Oregon Health Sciences University-Addictions Treatment and Training Clinic

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the attached amendment #2 with Oregon Health Sciences University-Addictions Treatment and Training Clinic, for the period March 1, 1997 through June 30, 1997.

**II. Background/Analysis:** The Department of Community and Family Services contracts with Oregon Health Sciences University-Addictions Treatment and Training Clinic to purchase adult alcohol and drug treatment services. The Oregon Health Sciences University contract includes: DUII information and rehabilitation programs, DUII information and rehabilitation programs for hearing impaired/non-English speaking, three alcohol and drug voucher services, and hearing impaired interpreter services. The funds for alcohol and drug voucher services comes from CSD and Target City. Amendment #2 extends the expiration date of the agreement from February 28, 1997 to June 30, 1997. No additional funds are included.

**III. Financial Impact:** None.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** These programs address the Alcohol/Drug Diversion benchmark; 75% clients without a subsequent offence during the year following treatment.

**VII. Citizen Participation:** None

**VIII. Other Government Participation:** None

S:\ADMIN\CEU\CONT97\ATTCAM2.MEM

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 100197

Prior-Approved Contract Boilerplate: ☒ Attached; ☐ Not Attached

Amendment # 2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement  <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-2</u> DATE <u>3/20/97</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b> </div>

Department: Community & Family Services

Division: \_\_\_\_\_

Date: February 20, 1997

Administrative Contact: Sara D. Fix

Phone: 248-3691 ext. 83981

Bldg/Room: 166/7th

Description of Contract:

**This amendment continues DUII Information and Rehabilitation Programs, DUII Information and Rehabilitation Programs-Hearing Impaired/Non-English Speaking, A&D Voucher Services, and Hearing Impaired Interpreter Services**

RFP/BID a) State Cert b) R952-06-0137

Date of RFP/BID: b) 6/96

Exemption Expiration Date: a) 12/31/96 and 2/28/97

ORS/AR # \_\_\_\_\_ Contractor is

☐ JMBE ☐ JWBE ☐ JQRF ☒ N/A ☐ None

Original Contract No. \_\_\_\_\_ (Only for Original Renewals)

<p><b>Contractor Name: Oregon Health Sciences University-Addictions Treatment and Training Clinic</b></p> <p><b>Mailing Address: 621 SW Alder, Suite 520 Portland, OR 97204</b></p> <p><b>Phone: (503) 494-4745</b></p> <p><b>Employer ID# or SS#: 93-1176109</b></p> <p><b>Effective Date: March 1, 1997</b></p> <p><b>Termination Date: June 30, 1997</b></p> <p><b>Original Contract Amount: \$ 251,110. + Requirements</b></p> <p><b>Total Amt of Previous Amendments: \$ 0 + Requirements</b></p> <p><b>Amount of Amendment: \$ 0 + Requirements</b></p> <p><b>Total Amount of Agreement: \$ 251,110. + Requirements</b></p>	<p><b>Remittance Address (if different)</b> _____</p> <table style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Mo Allot/Per Invoice</u></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Quarterly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u></td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </tbody> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Mo Allot/Per Invoice</u>		<input type="checkbox"/> Quarterly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u>		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																		
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Purchase Order No. _____																			
<input type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u>																			
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																			

REQUIRED SIGNATURES:

Department Manager: Lolingo Poe mbe

Date: 2/22/97

Purchasing Director:

Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: Katie Gartz

Date: 3/7/97

County Chair/Sheriff: Molly Davis

Date: 3/20/97

Contract Administration:

Date: \_\_\_\_\_

(Class I, Class II Contracts Only)

VENDOR CODE 62 3502				VENDOR NAME OHSU/ATTC				TOTAL AMOUNT: \$ 251,110 + Requirements			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
									See Attached		

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Contracts Administration, Initiator, Finance

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COMMUNITY AND FAMILY SERVICES DEPARTMENT  
 CONTRACT APPROVAL FORM SUPPLEMENT  
 Contractor : ADDICTIONS TREATMENT & TRAINING  
 Vendor Code : 623502

Page 2 of 2  
 2/20/97

Fiscal Year : 96/97

Amendment Number : 2

Contract Number : 100197

LINE	FUND	AGEN	ORG CODE	ACTIVI CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMET AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1661	A17H	6060	9101X	A&D SMHD A&D Hearing Impaired Interpreter Service	Requirements	Requirements	Requirement	\$1,667.00
56	156	010	1661	A66V	6060	9107F	A&D CSD East Project Team A&D Voucher Services	Requirements	Requirements	Requirement	\$3,334.00
57	156	010	1661	A66V	6060	9109F	A&D CSD/MID Fam Supp Team A&D Voucher Services	Requirements	Requirements	Requirement	\$3,334.00
58	156	010	1661	A66V	6060	9114F	A&D Target City Tx Enhancement A&D Voucher Services	Requirements	Requirements	Requirement	\$3,334.00
54	156	010	1661	A68H	6060	9101X	A&D SMHD A&D DUII Info Hearing Impaired/Non- Eng-Speaking	Requirements	Requirements	Requirement	\$500.00
52	156	010	1661	A68X	6060	9101X	A&D SMHD A&D DUII Information Program	Requirements	Requirements	Requirement	\$1,000.00
55	156	010	1661	A78H	6060	9101X	A&D SMHD A&D DUII Rehab Hearing Impaired/Non-Eng Speaking	Requirements	Requirements	Requirement	\$1,000.00
53	156	010	1661	A78X	6060	9101X	A&D SMHD A&D DUII Rehabilitation Program	Requirements	Requirements	Requirement	\$20,000.00
TOTAL								\$0.00	\$0.00	\$0.00	\$34,169.00



MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
CONTRACT #100197, AMENDMENT #2

DURATION OF AMENDMENT: March 1, 1997 TO: June 30, 1997  
CONTRACTOR NAME: Oregon Health Sciences University-  
Addictions Treatment and Training Clinic TELEPHONE: 224-0075  
CONTRACTOR ADDRESS: 621 SW Alder, Suite 520 IRS NUMBER: 93-1176109  
Portland, OR 97204

This amendment is to that certain contract dated July 1, 1996, between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and Oregon Health Sciences University-Addictions Treatment and Training Clinic, referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

**PART I: CHANGES**

- a) This amendment extends adult outpatient alcohol and drug treatment services, including: Hearing Impaired Interpreter Services (A17H); DUI Education Programs (A68X); DUI Rehabilitation Programs (A78X); DUI Education Programs For Hearing Impaired and Non-English Speaking (A68H), DUI Information Programs For Hearing Impaired/Non-English Speaking (A78H), and three alcohol and drug Voucher Services (A66V) four months from March 1, 1997 through June 30, 1997.
- b) This amendment changes language in Contract Special Condition B from Occupational Drivers License (ODL) to Restricted License for Driving (RFD).

**PART II: AMENDMENT NARRATIVE**

- a) The Department of Community and Family Services has completed the Adult Outpatient Alcohol and Drug Treatment RFPQ (R952-43-0205) Request For Programmatic Qualifications procurement process. This amendment continues funds for specific Adult Outpatient Alcohol and Drug Treatment Services referred to in the RFPQ.
- b) To be consistent with the Oregon Administrative Rules changes in Contract Special Condition B language are implemented in this amendment.

Statement of Work submitted by the Behavioral Health Program/Alcohol and Drug Services is included in this contract amendment as an attachment. Alcohol & Drug Manual of Program Instructions containing changes in service description, performance requirements, performance standards, and special reporting requirements for Chemical Dependency Outpatient services is included in this contract amendment as an attachment.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

OREGON HEALTH SCIENCES UNIVERSITY-  
ADDICTIONS TREATMENT AND TRAINING  
CLINIC

BY Lalenz Roemus 2/27/97  
Director, Dept of Community & Date  
Family Services

BY \_\_\_\_\_  
Agency Authorized Signer Date

BY Beverly Stein 3/20/97  
Beverly Stein Date  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens 3/7/97  
Katie Gaetjens, Assistant Date  
County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 3/20/97  
DEB BOGSTAD  
BOARD CLERK

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:  
Service Elements and Contract Amounts**

Contractor Name : ADDICTIONS TREATMENT & TRAINING			Vendor Code: 623502		
Contractor Address :					
621 SW ALDER - SUITE 520					
PORTLAND OR 97204					
Telephone :	494-4745	Fiscal Year :	96/97	Federal ID # :	93-1176109

**Program Office Name : BHP Alcohol & Drug Contracts**

*Service Element Name : A&D Hearing Impaired Interpreter Service (A17H)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Req't's	Per State		Req't's
1	1/1/97	2/28/97	Per Invoice	Fee for Service	Req't's	Per State		Req't's
2	3/1/97	6/30/97	Per Invoice	Fee for Service	Req't's	Per State		Req't's
Total					Req't's			Req't's

*Service Element Name : A&D Voucher Services (A66V)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's
1	1/1/97	2/28/97	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's
1	1/1/97	2/28/97	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's
1	1/1/97	2/28/97	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's
2	3/1/97	6/30/97	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's
2	3/1/97	6/30/97	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's
2	3/1/97	6/30/97	Per Invoice	Fee for Service	Req't's	Per Sch C		Req't's
Total					Req't's			Req't's

**Attachment A:  
Service Elements and Contract Amounts**

Contractor Name : ADDICTIONS TREATMENT & TRAINING			Vendor Code: 623502		
Contractor Address :			621 SW ALDER - SUITE 520 PORTLAND OR 97204		
Telephone : 494-4745		Fiscal Year : 96/97		Federal ID # : 93-1176109	

**Program Office Name : BHP Alcohol & Drug Contracts**

*Service Element Name : A&D DUII Info Hearing Impaired/Non-Eng-Speaking (A68H)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Req't's	Per Sch B		Req't's
1	1/1/97	2/28/97	Per Invoice	Fee for Service	Req't's	Per Sch B		Req't's
2	3/1/97	6/30/97	Per Invoice	Fee for Service	Req't's	Per Sch B		Req't's
Total					Req't's			Req't's

*Service Element Name : A&D DUII Information Program (A68X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Req't's	Per Sch A		Req't's
1	1/1/97	2/28/97	Per Invoice	Fee for Service	Req't's	Per Sch A		Req't's
2	3/1/97	6/30/97	Per Invoice	Fee for Service	Req't's	Per Sch A		Req't's
Total					Req't's			Req't's

*Service Element Name : A&D DUII Rehab Hearing Impaired/Non-Eng Speaking (A78H)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	12/31/96	Per Invoice	Fee for Service	Req't's	Per Sch B		Req't's
1	1/1/97	2/28/97	Per Invoice	Fee for Service	Req't's	Per Sch B		Req't's
2	3/1/97	6/30/97	Per Invoice	Fee for Service	Req't's	Per Sch B		Req't's
Total					Req't's			Req't's-

*Service Element Name : A&D DUII Rehabilitation Program (A78X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/09	12/31/96	Per Invoice	Fee for Service	Req't's	Per Sch A		Req't's
1	1/1/97	2/28/97	Per Invoice	Fee for Service	Req't's	Per Sch A		Req't's
2	3/1/97	6/30/97	Per Invoice	Fee for Service	Req't's	Per Sch A		Req't's
Total					Req't's			Req't's

**Attachment A:  
Service Elements and Contract Amounts**

Contractor Name : ADDICTIONS TREATMENT & TRAINING Contractor Address : 621 SW ALDER - SUITE 520 PORTLAND OR 97204  Telephone : 494-4745	Vendor Code: 623502   Fiscal Year : 96/97  Federal ID # : 93-1176109
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**Program Office Name : BHP Alcohol & Drug Contracts**

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*Service Element Name : A&D Gambling Addiction Treatment (A81X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	Monthly Allotment	Cost Reimbursement				\$251,110.00
Total								\$251,110.00

• Service Name: OUTPATIENT CHEMICAL DEPENDENCY

Service ID Code: A&D 65

I. Service Description

This service element provides assessment and treatment services, in an outpatient setting, for persons who are not in need of 24-hour supervision for effective treatment of their chemical dependency.

Programs serving chemically dependent clients on an outpatient basis must perform in accordance with OAR 415-51-000 through 415-51-120, if applicable. Such programs also must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs.

Client treatment plans may include individual, group, and family counseling, and chemotherapy such as Antabuse. Programs may also refer clients for ancillary services, such as educational or vocational training, consumer living skills training, and recreational therapy.

II. Performance Requirements

- A. Utilization of service units awarded in Plan/Amendment Approval Forms (PAAFs) must be 100% or greater on a monthly basis. Under-utilization for three consecutive months may result in an unilateral reduction of payment amounts as provided in Part II, Section I, Subsection H.3 of the Agreement. Clients who are Oregon Health Plan members will not be counted towards slot utilization, nor will clients whose income is over 200% of the Federal Poverty Level.
- B. In programs with state-funded slots for ethnic minorities, 51% of the persons served in those slots must be members of the ethnic groups(s) designated in PAAFs accepted by COUNTY. This requirement will be monitored quarterly.
- C. Program performance must be at or above the minimal level on 75% of the performance criteria detailed below, monitored on a quarterly basis. The first quarter a program is below minimum standards on 25% of the indicators, a letter will be sent to COUNTY requesting an action plan for improving performance in the deficient areas. If a program is below the minimum standards on 25% of the indicators for a second consecutive quarter, consultation with COUNTY and the program will be provided by OADAP. Deficiency in 25% of the performance indicators for a third quarter may result in resources being removed from the program.

## ADULT PERFORMANCE STANDARDS

Percent of  
Total Clients Served

1) Employment Improvement	15%
2) Maintained Employment	80%
3) Change in Employability	45%
4) Educational Advancement	7%
5) Not Arrested During Treatment	85%
6) Completed Treatment	30%
7) Reduction in Use of Primary Problem	40%
8) Abstinent/Drug-Free 30 Days Prior to Discharge	37%
9) Participation in Self-Help Groups	20%

## YOUTH PERFORMANCE STANDARDS

1) Educational Advancement	60%
2) Participated in Self-Help Groups	35%
3) Not Arrested During Treatment	75%
4) Abstinent at Termination	45%
5) Completed Treatment	40%
6) Academic Improvement	30%
7) Improved School Attendance	15%
8) Improved School Behavior	15%

## WOMEN PERFORMANCE STANDARDS

1) Employment Maintained	70%
2) Employment Status Improved	15%
3) Progressed in School/Training	30%
4) Participated in Self-Help Groups	40%
5) Not arrested during Treatment	75%
6) Abstinent/Drug Free	40%
7) Completed Treatment	35%
8) Reduction in Use	45%
9) Complied with SCF Agreement	35%
10) Abstinent 30 Days Before Delivery	60%

III. Special Reporting Requirements

- A. Providers must enroll all clients on CPMS (Client Process Monitoring System). OADAP will send a list of open clients to the provider monthly, called the Monthly Management Report. This list must be reviewed to identify changes to monthly income, number of dependents, and health insurance status, as well as clients whose treatment has been terminated.
- B. Designated Youth Programs must use the CPMS Early Intervention/Youth Treatment enrollment and termination form. Completion of enrollment items 41-43 and Discharge items 71-78 is required.



## BEHAVIORAL HEALTH PROGRAM: ALCOHOL AND DRUG SERVICES

Contractor Name: Oregon Health Sciences University/Addictions Treatment and Training Clinic  
 Telephone: 494-4745  
 Contractor Address: 621 SW Alder, Suite 520  
 Portland, Oregon 97204  
 IRS #: 93-1176109

### PART A. STATEMENT OF WORK

Service	Service Element	Fund Source	Units (Number of Beds or Slots)	Payment Method and Basis	Rate (Per Bed/Slot)	Maximum Funds
---------	-----------------	-------------	---------------------------------	--------------------------	---------------------	---------------

Special Projects: Hearing Impaired Interpreter Services	A-D 60 {A17H}	State	NA	Per Invoice - Fee for Service	NA	Requirements
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Gambling Addiction Treatment	A-D 49 {A81X}	Video Poker	NA	Monthly Allotment - Cost Reimbursement	NA	\$ 251,110
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DUII Information Program	A-D 68 {A68X}	State	Up to 12 Hours per Client	Per Invoice - Fee for Service	Per Supplemental Schedule A	Requirements
DUII Rehabilitation Program	A-D 78 {A78X}	State	Up to 40 Hours per Client	Per Invoice - Fee for Service	Per Supplemental Schedule A	Requirements

DUII Information Program for Hearing Impaired & Non-English Speaking	A-D 68 {A68H}	State	Up to 12 Hours per Client	Per Invoice - Fee for Service	Per Supplemental Schedule B	Requirements
DUII Rehabilitation Program for Hearing Impaired & Non-English Speaking	A-D 78 {A78H}	State	Up to 40 Hours per Client	Per Invoice - Fee for Service	Per Supplemental Schedule B	Requirements

Alcohol and Drug Voucher Services:		CSD Target City	Per Supplemental Schedule C	Per Invoice-Fee for Service	Per Supplemental Schedule C	Requirements
Enhanced Alcohol & Drug Residential	A-D 59 {A66V}					
Drug Outpatient Voucher	A-D 65 {A66V}					
Methadone Voucher {Synthetic Opiate}	A-D 69 {A66V}					

### PROGRAM OUTCOMES

Outcome	Program	% Goal
Clients without a subsequent offense during the year following treatment	Alcohol/Drug Diversion	75%
Clients (gamblers) leaving treatment who complete treatment plans and achieve abstinence or control over behavior	Alcohol/Drug Gambling Addiction Treatment	35%

### CONTRACT SPECIAL CONDITIONS

A. Contractor agrees to serve adult clients in accordance with priorities in Table A, in conformance with applicable State Administrative Rules.
<del>B. Contractor, as a provider of Occupational Drivers License services, agrees to meet, in addition to the standards listed in Special Condition A. above, Oregon Administrative Rules 415-55-000 through 415-55-035.</del>
B. Contractor, as a provider of Restricted License for Driving (RLD) services, agrees to meet, in addition to the standards listed in Special Condition A. above, Oregon Administrative Rules 415-55-000 through 415-55-035.

Meeting Date: MAR 20 1997  
Agenda No: C-3  
Est. Start Time: 9:30am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

**SUBJECT:** Report to the Board the Hearings Officer's decision on CU 7-96 & SEC 33-96.

**BOARD BRIEFING**      Date Requested:  
                                 Amt. of Time Needed:  
                                 Requested By:

**REGULAR MEETING**      Date Requested:      March 20, 1997  
                                 Amt. of Time Needed:      5 minutes

**DEPARTMENT:**      DES      **DIVISION:** Transportation & Land Use Planning  
**CONTACT:**      Susan Muir      **TELEPHONE:** 248-3043  
                                 **BLDG/ROOM:** 412 / 109

**PERSON(S) MAKING PRESENTATION:** Stuart Farmer

### ACTION REQUESTED

☐ Informational Only      ☐ Policy Direction      ☒ Approval      ☐ Other

### SUGGESTED AGENDA TITLE

Report to the Board the Hearings Officer's decision regarding a denial of a Conditional Use Permit for a template Dwelling and a Significant Environmental Concern Permit for this tract which is in the Commercial Forest District..

### SIGNATURES REQUIRED

**Elected Official:** \_\_\_\_\_

or

**Department Manager:** KB Larry F. Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 13 AM 8:25  
MULTNOMAH COUNTY  
OREGON



## BOARD HEARING OF MARCH 20, 1997

TIME 9:30am

CASE NAME: Andrew Miller Residence

NUMBER: CU 7-96, SEC 33-96

**1. Applicant Name/Address**

Andrew Miller  
2130 SW 21<sup>st</sup> Ave  
Portland, OR 97201

**2. Action Requested by Applicant**

Approval of a Conditional Use Permit and Significant Environmental Concern Permit for a single family dwelling in the Commercial Forest Use Zone.

**3. Planning Staff Recommendation**

Staff recommended denial because the parcel does not meet the template test of Multnomah County, the amount of land used to site the development had not been minimized in the preferred location, also based on the preferred location, the applicant had not demonstrated that the access road was the minimum length required. In addition, the staff found that the applicant failed to comply with OAR 660-06-027(4)(a).

**4. Hearings Officer Decision**

Denied the applicant's request and adopted the staff recommendation.

**5. If recommendation and decision are different, why?**

Not applicable.

**ISSUES**  
(who raised them?)

**6. The following issues were raised:**

The applicant argues that the County incorrectly applied an unacknowledged portion of the Multnomah County Zoning Ordinance by requiring there be 5 dwellings within the template instead of the less restrictive requirement from the state of 3 dwellings.

**7. Do any of these issues have policy implications? Explain:** Policy implications for this type of case were discussed at length with the Board of County Commissioners in the Evans Conditional Use Permit appeal process (CU 7-95). Staff anticipates an appeal to be filed by this applicant requesting the Board to overturn the Hearings Officer decision, however the implications associated with reversing the hearings officer decision would include the determination that local governments do not have the ability to make their own codes more restrictive than the state codes.

**Action Requested of Board**

☒ Affirm Hearings Officer Dec.

☐ Hearing/Rehearing

**Scope of Review**

☐ On the record

☐ De Novo

☐ New information allowed

97 MAR -5 PM 3:54

MULTNOMAH COUNTY  
PLANNING SECTION

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**HEARINGS OFFICER DECISION**

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**March 5, 1997**

This Decision Consists of Findings of Fact and Conclusions

**CU 7-96  
SEC 33-96****Conditional Use Permit for a "Template Dwelling"  
Significant Environmental Concern Permit**

The applicant has requested a Conditional Use Permit for a "template dwelling" and a Significant Environmental Concern Permit for this tract which is in the Commercial Forest District.

**Site Address**10220 NW 160<sup>th</sup> Avenue**Tax Roll  
Description**Tax Lot 13 in Section 5, T1N R1W, W.M., Multnomah  
County, Oregon**Site Size**

20 acres

**Property Owner  
and Applicant**Andrew Miller  
2130 SW 21<sup>st</sup> Avenue  
Portland, OR 97201**Comprehensive Plan  
Designation**

Commercial Forest

**Zoning Designation**Commercial Forest (CFU)  
SEC-h (wildlife habitat)

## I. SUMMARY OF THE REQUEST

The applicant requests a Conditional Use Permit for a "template dwelling" and a Significant Environmental Concern Permit for this tract which is in the Commercial Forest District and has a Significant Environmental Concern (wildlife habitat and streams) overlay zone.

The lot consists of 20 acres. The lot generally slopes gently up from Kaiser Road to the north and contains slopes up to 25 percent in areas.

## II. PUBLIC HEARING

### A. Hearing

Hearings Officer Deniece Won held a duly noticed public hearing regarding the application on February 19, 1997.

### B. Summary of Testimony and Evidence Presented

1. Susan Muir, County planner, showed a video of the site and summarized the staff report.

2. Dorothy Cofield, attorney for the applicant, Andrew Miller. Submitted four copies of her original testimony, Exhibit F1. The staff report erroneously says that Ms Cofield is the applicant, but Mr. Miller is the applicant. There are two main issues. First, are what template dwelling standards apply and second, is whether the access is the minimum necessary. She asked that the petitioner's brief and Hearings Officer findings in *Evans v. Multnomah County*, LUBA No. 96-198 be adopted by the hearings officer. She testified that in 1993 and 1994 the State legislature and LCDC respectively adopted template dwelling standards. Ms. Cofield said the County, at the time this application was filed, had not adopted the State standards into the County Code. The County had a preexisting template dwelling in the County Code that required five (5) houses and eleven (11) parcels in the 160-acre template square. She said the application meets the State standards for a template dwelling which requires three (3) houses and eleven (11) parcels in the 160-acre template square, which can be rotated or turned.

Ms. Cofield made several legal arguments on the question of which template dwelling apply.

Ms. Cofield said the second main issue is the access road. Attached to her memorandum, Exhibit F1, is a report from a wildlife biologist, SRI Shapiro. The wildlife biologist made an evaluation of the alternative site. He found that if the applicant uses the

alternative site, the slopes average 21 percent, ranging from 18 to 25 percent. The public will save somewhere between 160 and 180 feet by using the alternative site. There's no existing road for the alternative site, so the applicant will have to clear a road. She argued the existing road will not be abolished because the applicant is going to need to use it for forestry practices and to access the well. She contended that consequently there will be two impacts from two roads. She said the wildlife biologist also pointed out that the applicant would have to clear the alternative site. Even though the County Code would require reforestation of the preferred site, she doesn't think that the quality of the reforestation would be of much benefit to wildlife. For the alternative site there will be more cut and fill because there is 7.5 percent more slope. The wildlife biologist has provided evidence that there will be more soil sedimentation into Rock Creek at the alternative site because the construction is closer to Rock Creek and there are steeper slopes than exist at the preferred site. The applicant argues that for all of these additional impacts at the alternative site only 160 feet on the access road will be saved and in addition the existing road isn't going to go away so nothing would be gained.

Ms. Cofield said that on the back of her written testimony there is a map to scale provided by the wildlife biologist showing that the setback is 210 feet.

3. Arnold Rochlin, PO Box 83645 Portland, Oregon, testified that he agrees with the staff findings of noncompliance on the issues on which they have found noncompliance. Relating to the length of the road, he pointed out that the Multnomah County Code (MCC) section .2074(4) limits the length of the road to 500 feet unless there is a showing that a longer road is necessary. He thinks that both the County and State standards apply. Mr. Rochlin made several legal arguments on the question of which template dwelling provisions apply.

4. Chris Foster, 15400 N.W. McNamee Road, testified that he agrees with Mr. Rochlin. Mr. Foster said he has one further concern about this site. His concern is with OAR 660-06-029(1)(b) that requires that adverse impacts on forest practices on the site will be minimized. He said that people typically want to maximize the view opportunity when siting houses. Usually the best view site corresponds to a landing site. He said that this parcel was recently harvested and it appears to him that the house may be located at the highest point which was the landing site for the harvesting operation. He concludes that if a house is located on a site that has been engineered and determined to be the preferable site for harvesting logs then the site will be rendered useless for timber harvesting. Therefore, there will be adverse impacts on harvesting operations. He testified that logging from a landing site and a tower operation has been determined to be the most economical way to harvest logs. He said that there is a question about whether there is another suitable landing site on the property. He testified that he hasn't confirmed the preferred dwelling site, but he suspects that it is the former landing site. He said the housing location should make sure that it provides an alternative landing site. Otherwise the resource value has been diminished and the standard in OAR 660-06-029(1)(b) has not been met.

5. Ms. Cofield, on rebuttal responded to Mr. Foster's statement that the house site would impact forest practices. The applicant, a professional forester, submitted a statement, Exhibit A3, applicant's Exhibit V, showing there won't be an adverse impact on forest practices if a dwelling is located on this parcel. She said he's well aware of not siting the dwelling so that it will get in the way of any logging practices. She said there won't be any adverse impact on forest operations on the tract.

Ms. Cofield said that the applicant is willing to use the alternative site if the access to the preferred site is found not to be the minimum access length required. She argued that the access length standard doesn't say that the Hearings Officer can deny the application if it exceeds the minimum access standard. Ms. Cofield said that if the Hearings Officer were to find that the preferred site didn't meet the access standard, the applicant wants to be able to appeal that issue.

6. Andrew Miller, applicant, testified that he is the vice president for Stimpson Lumber Company, a Forest Grove based timber company that owns about 200,000 acres throughout Oregon, Washington and California. He said one of his responsibilities is to manage Stimpson Lumber Company's operations in California, so he has extensive experience dealing with all the regulatory, environmental and wildlife issues relative to the management of timber land and the growing and harvesting of timber.

Mr. Miller testified that the alternative dwelling site has been cleared and will work well as an area from which to conduct logging operations. He said that the alternative site is a flat area at the top of the hill. He corrected Mr. Foster, stating that there has never been any logging operation on the property, that it was the adjacent owners that have clear-cut their timber. He said he is well aware of the impacts of logging and the conditions that need to exist for fishing and for the cost-efficient management of timber land. He said he has incorporated that knowledge into his application.

He said that he is not completely knowledgeable about the controlling criteria but it impresses him that there is a great interest in the environmental effects and water resource effects on fisheries. He thinks that the staff and the opponents are saying that some significantly greater environmental effects should be created to build a technically shorter access road. He said that future forestry operations can be conducted with equal effectiveness regardless of which site is chosen for the dwelling. Mr. Miller testified that he allowed the land owner lots 5 and 6 of Schoppe Acres to use his property for logging. He said that the southwest and northwest corners of the property are relatively flat and that the area has bench topography and slopes downhill to a stream on the east of his property, so either area would be appropriate for a basis of logging.

7. Susan Muir, Planning Staff, said the applicant will be required to get a grading and erosion control permit if they build on the steeper slopes. She said that the County compromises between the minimum length of the driveway and the environmental issues. She doesn't believe that the applicant has demonstrated that the preferred dwelling site has minimized the amount of area used for the access road. Ms. Muir stated that the



minimum setbacks are 200 feet and the staff wouldn't recommend any less of a setback than that in this case. Therefore, the staff recommendation is that the minimum length required would be what the setback of 200 feet from the property lines, which is 10 feet over on their alternative.

8. Ms. Cofield said that the code says is you can have a road longer than the 500 feet so long as you show that it is the minimum. The applicant is willing to go with the alternative site and that would be the minimum because due to the unique limitations of the site you need 1,550 feet to get from N.W. Kaiser Road to the southwest corner of TL 13. Mr. Miller could place the dwelling on the farthest southwest corner and then the Hearings Officer has to find that is the minimum due to the unique location of this property.

### **III. STANDARDS AND CRITERIA, FINDINGS OF FACT AND EVALUATION OF REQUEST**

#### **A. Conditional Use Permit Request for Template Dwelling**

1. Under the County Code a "template dwelling" may be approved as a conditional use permit in a Commercial Forest zone when it is found to satisfy the standards of the Multnomah County Code. MCC 11.15.2050(B). The standards are in subsections .2052 and .2074. Section 11.15.2052 contains the siting criteria for and 11.15.2074 contains development standards.

At issue is whether the County Code or the State standards in ORS 215 and OAR 660-06-027 apply to siting template dwellings. OAR 660 Division 6 was first adopted by LCDRC in 1990 and was amended in 1990 and 1992. In December 1991 Multnomah County amended its Commercial Forest Use (CFU) zone to full comply with State standards. The 1993 legislature amended ORS 215 to incorporate template dwelling provisions, effective in November 1993. Following that amendment the County initiated a policy to apply the County CFU standards and the statutory standards where the State law is more restrictive than the County standards. In 1995 LCDRC amended OAR 660 Division 6. This application was filed on July 5, 1996. On January 2, 1997, 180 days after the original application was filed, the applicant filed completed application materials with Multnomah County. The Hearings Officer, in this order, will first address all the criteria that are alleged to apply to the conditional use permit and conclude in subsection B with a discussion about which criteria are found by the Hearings Officer to apply.

#### **2. Oregon Revised Statutes**

##### **ORS 215.750: Alternative forestland dwellings:**

- (1) In western Oregon, a governing body of a county or its designate may allow the establishment of a single-family dwelling on a lot or parcel located within a forest zone if the lot or parcel is predominantly composed of soils that are:

- (c) Capable of producing more than 85 cubic feet per acre per year of wood fiber if:
  - (A) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160-acre square centered on the center of the subject tract; and
  - (B) At least three dwellings existed on January 1, 1993, on the other lots or parcels.
- (4) A proposed dwelling under this subsection is not allowed:
  - (a) If it is prohibited by or will not comply with the requirements of an acknowledged comprehensive plan or acknowledged land use regulations or other provisions of law.
  - (b) Unless it complies with the requirements of ORS 215.730.<sup>1</sup>
  - (c) Unless no dwellings are allowed on other lots or parcels that make up the tract and deed restrictions established under ORS 215.740 (3) for the other lots or parcels that make up the tract are met.
  - (d) If the tract on which the dwelling will be sited includes a dwelling.

Finding. The subject parcel is a twenty-acre parcel located off of N.W. Kaiser Road. The property is composed of soils capable of producing 145 to 165 cubic feet per acre per year of wood fiber. The 160-acre square template, centered over the subject parcel, and twisted so the southern point of the square is aligned with TL 30, shows that there are 11 parcels within the 160-acre square that existed prior to January 1, 1993. The staff does not disagree with this statement of the petitioner.

At least three dwellings that existed on January 1, 1993. Tax Lot 11, Section 8 T1N R1W of Partition Plat 1990-107 has a dwelling built in 1975. Tax Lot 2 of Lot 8 *Schoppe Acres*, Section 5 T1N R1W has a dwelling built in 1907. Tax Lot 9 Section 5 T1N R1W has a dwelling built in 1972. The staff does not disagree with this statement of the petitioner.

ORS 215 and OAR 660 Division 6 defines "tract" as one or more contiguous lots or parcels in the same ownership. This applicant does not own any additional contiguous parcels of land. Therefore, this criterion is satisfied.

**ORS 215.740(3)(b):** If an owner totals 320 or 200 acres, as appropriate, under paragraph (a) of this subsection, the owner shall submit proof of nonrevocable deed restrictions recorded in the deed records for the tracts in the 320 or 200 acres, as appropriate. The deed restrictions shall preclude all future rights to construct a dwelling on the tracts or to use the tracts to total acreage for future siting of

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<sup>1</sup> ORS 215.730 requires the County to condition approval of forest land dwellings to have a fire retardant roof, not be sited on slopes greater than 40 percent, have fire protection, have a spark arrester on any chimney and to provide primary and secondary fire breaks.

dwelling for present and any future owners unless the tract is no longer subject to protection under goals for agricultural lands or forestlands.

Finding. This application is for a parcel 20 acres in size. Therefore, this criterion is not applicable.

### 3. Oregon Administrative Rules

The following OAR 660 Division 6 requirements are applicable:

**660-06-027(1)(d):** In western Oregon, a governing body of a county or its designate may allow the establishment of a single-family dwelling on a lot or parcel located within a forest zone if the lot or parcel is predominantly composed of soils that are: (C) Capable of producing more than 85 cubic feet per acre per year of wood fiber if: (i) All or part of at least 11 other lots or parcels that existed on January 1, 1993, are within a 160 acre square centered on the center of the subject tract; and (ii) At least three dwelling existed on January 1, 1993 on the other lots or parcels.

Finding. The OAR is the same as ORS 215.750. Both are complied with.

**OAR 660-06-027(4):** A proposed dwelling under this rule is not allowed:

- (a) If it is prohibited by or will not comply with the requirements of an acknowledged comprehensive plan or acknowledged land use regulations or other provisions of law;
- (b) Unless it complies with the requirements of OAR 660-06-029 and 660-06-035
- (c) Unless no dwellings are allowed on other lots or parcels that make up the tract and deed restrictions established under section (6) of this rule for other lots or parcels that make up the tract are met;
- (d) If the tract on which the dwelling will be sited includes a dwelling.

Finding. This OAR is the same as ORS 215.750. Both are met by this application.

**OAR 660-06-029:** The following siting criteria or their equivalent shall apply to all new dwellings and structures in forest and agriculture/forest zones. These criteria are designed to make such uses compatible with forest operations and agriculture, to minimize wildfire hazards and risks and to conserve values found on forest lands. A governing body shall consider the criteria in this rule together with the requirements in this rule to identify the building site:

- (1) Dwellings and structures shall be sited on the parcel so that:
  - (a) They have the least impact on nearby or adjoining forest or agricultural lands;
  - (b) The siting ensures that adverse impacts on forest operations and accepted farming practices on the tract will be minimized;

- (c) The amount of forest lands used to site access roads, service corridors, the dwelling and structures is minimized; and
- (d) The risks associated with wildfire are minimized.
- (2) Siting criteria satisfying section (1) of this rule may include setbacks from adjoining properties, clustering near or among existing structures, siting close to existing roads and siting on that portion of the parcel least suited for growing trees.

Finding. These criteria str implemented through the siting standards of MCC 11.15.2074.

- (3) The applicant shall provide evidence to the governing body that the domestic water supply is from a source authorized in accordance with the Water Resources Department's administrative rules for the appropriation of ground water or surface water and not from a Class II stream as defined in the Forest Practices rules (OAR Chapter 629). For purposes of this section, evidence of a domestic water supply means:
  - (a) Verification from a water purveyor that the use described in the application will be served by the purveyor under the purveyor's rights to appropriate water; or
  - (b) A water use permit issued by the Water Resources Department for the use described in the application; or
  - (c) Verification from the Water Resources Department that a water use permit is not required for the use described in the application. If the proposed water supply is from a well and is exempt from permitting requirements under ORS 537.545, the applicant shall submit the well constructor's report to the county upon completion of the well.

Finding. The applicant submitted a water well report from the State of Oregon. The well report log is evidence that the domestic water supply is from a source authorized in accordance with the Department of Water Resources. This criterion is met.

- (4) As a condition of approval, if road access to the dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, the U.S. Bureau of Land Management, or the U.S. Forest Service, then the applicant shall provide proof of a long-term road access use permit or agreement. The road use permit may require the applicant to agree to accept responsibility for road maintenance.

Finding. The applicant provided copies of an Easement Reservation (Exhibit C) and Easement Agreement for road (Exhibit S). This criterion is met.

- (5) Approval of a dwelling shall be subject to the following requirements:
  - (a) Approval of a dwelling requires the owner of the tract to plant a sufficient number of trees on the tract to demonstrate that the tract is reasonably expected to meet Department of Forestry stocking

**requirements at the time specified in Department of Forestry  
administrative rules;**

**Findings.** The applicant intends to reforest the subject property as shown on the Forest Management Plan, Exhibit J, planting cleared areas of the property with 2-0 Douglas-fir seedlings from a suitable seed source. The current stand of timber is Big Leaf Maple and alder. Crown closure is 100 percent. The hardwoods range in age from 20 to 70 years and are in a general state of decay. The applicant intends to selectively clear-cut and reforest the site. The applicant agrees to apply for Department of Forestry forest practices permits as a condition of approval. This criterion can be met

**OAR 660-06-035: Fire Siting Standards for Dwellings and Structures:** The following fire siting standards or their equivalent shall apply to new dwelling or structures in a forest or agriculture/forest zone:

- (1) The dwelling shall be located upon a parcel within a fire protection district or shall be provided with residential fire protection by contract. If the dwelling is not within a fire protection district, the applicant shall provide evidence that the applicant has asked to be included within the nearest such district. If the governing body determines that inclusion within a fire protection district or contracting for residential fire protection is impracticable, the governing body may provide an alternative means for protecting the dwelling from fire hazards. The means selected may include a fire sprinkling system, onsite equipment and water storage or other methods that are reasonable, given the site conditions. If a water supply is required for fire protection, it shall be a swimming pool, pond, lake, or similar body of water that at all times contains at least 4,000 gallons or a stream that has a continuous year round flow of at least one cubic foot per second. The applicant shall provide verification from the Water Resources Department that any permits or registrations required for water diversion or storage have been obtained or that permits or registrations are not required for the use. Road access shall be provided to within 15 feet of the water's edge for firefighting pumping units. The road access shall accommodate the turnaround of firefighting equipment during the fires season. Permanent signs shall be posted along the access route to indicate the location of the emergency water source.

**Finding.** The property is within the Tualatin Valley Fire and rescue District. This criterion is met.

- (2) Road access to the dwelling shall meet road design standards described in OAR 660-06-040.

**660-06-040 Fire Safety Design Standards for Roads:** The governing body shall establish road design standards, except for private roads and bridges accessing only commercial forest uses, which ensure that public roads, bridges, private roads and driveways are constructed so as to provide adequate access for fire fighting equipment. Such

standards shall address maximum grade, road width, turning radius, road surface, bridge design, culverts, and road access taking into consideration seasonal weather conditions. The governing body shall consult with the appropriate Rural Fire Protection District and Forest Protection District in establishing these standards.

Finding. The County has adopted these standards and they will be addressed in MCC 11.15.2074.

- (3) The owners of the dwellings and structures shall maintain a primary fuel-free break area surrounding all structures and clear and maintain a secondary fuel-free break area in accordance with the provisions in "Recommended Fire Siting Standards for Dwellings and Structures and Fire Safety Design Standards for Roads" dated March 1, 1991 and published by the Oregon Department of Forestry.

Finding. The applicant has stated throughout his application that he intends to comply with this standard. Multnomah County verifies compliance with this standard at the building permit stage when the clearing has been completed. This criterion can be met.

- (4) The dwelling shall have a fire retardant roof.

Finding. The applicant is proposing that this criterion be met as a condition of building permit issuance and has stated he intends to comply. Multnomah County verifies compliance with this standard at the building permit stage when the clearing has been completed. This criterion can be met.

- (5) The dwelling shall not be sited on a slope of greater than 40 percent.

Finding. The slope where the dwelling is to be sited does not exceed 25 percent and the property is not identified on the County Slope Hazard map. This criterion is met.

- (6) If the dwelling has a chimney or chimneys, each chimney shall have a spark arrester.

Finding. The applicant proposed that this criterion be met as a condition of building permit issuance. This criterion can be met.

### **3. Multnomah County Code (Zoning Ordinance)**

Under MCC 11.15.2052(A) as applicable on July 5, 1996, "A dwelling not related to forest management may be allowed subject to the following:

- (1) The lot shall meet the lot of record standards of MCC .2062(A) and (B) and have been lawfully created prior to January 25, 1990;

Finding. Tax Lot 13 was created by a Bargain and Sale deed, recorded December 1942 with the Multnomah County Recording section in Book 725, Page 159. The subject parcel is 20 acres in size and satisfied all applicable laws when the parcel was created. The parcel is currently less than 80 acres in size and thereby does not meet the current minimum lot size requirements in the CFU zone. The applicant does not own contiguous property except for an access easement and an additional 10-foot easement entered into in 1996. The subject property (Tax Lot 13) is a lawfully created lot of record.

- (2) The tract shall be of sufficient size to accommodate siting the dwelling in accordance with MCC .2074 with minimum yards of 60 feet to the centerline of any adjacent County maintained road and 200 feet to all other property lines. Variances to this standard shall be pursuant to MCC .8505 through .8525, as applicable;

Findings. The subject property contains 20 acres, generally sufficient to accommodate a dwelling. When applying the 200-foot setback requirement from the back and sides and the 60-foot requirement from the county road, a rectangular envelope is identified. This envelope is the area where development would meet the setback standards of MCC .2074. The area in the envelope leaves much area for the location of a dwelling. The applicant has demonstrated that the site is of sufficient size to accommodate a dwelling that meets all of the setback requirements of the Multnomah County Code. The subject parcel meets this criterion.

- (3) The lot shall meet the following standards:
- (c) The lot shall be composed primarily of soils which are capable of producing above 85 cf/ac/yr of Douglas Fir timber; and
    - (i) The lot and at least all or part of 11 other lots [that existed on January 1, 1993, OAR 660-06-027(1)(2)(C)(I)] existed within a 160-acre square when centered on the center of the subject tract parallel and perpendicular to section lines; and
    - (ii) Five dwellings [ that existed on January 1, 1993, OAR 660-06-027(1)(d)(C)(ii)] exist within the 160-acre square.

Findings. The application has failed to demonstrate the parcel in question meets the above listed criteria specifically with regards to the number of dwellings existing within the 160-acre template. Five dwellings did not exist within the template as of January 1, 1993.

- (d) Lots and dwellings within urban growth boundaries shall not be counted to satisfy (a) through (c) above.

Finding. No dwellings or lots within an urban growth boundary were utilized in verifying the number of dwellings and lots which existed on January 1, 1993.

- (e) **The lot is not capable of producing 5,000 cubic feet of wood fiber per year from commercial tree species recognized by the Forest Practices Rules.**

Finding. The applicant's parcel has a site index of 145-155 for Douglas Fir, resulting in a capability of 3,100 cubic feet per year of wood fiber from Douglas-Fir. Based on the Multnomah County Public Assessment and Taxation records and a staff visit to the site, no dwellings currently exist on the property. The application complies with this criterion.

- (4) **The dwelling will not force a significant change in, significantly increase the costs of, or impede accepted forestry or farming practices on surrounding forest or agricultural lands.**

Finding. In the area between N.W. Kaiser Road and Skyline Boulevard there are numerous residential dwellings on large lots. There is little commercial forestry or agricultural use in this area.

The applicant has visited his property on a regular basis (every one to two months) since he purchased it in 1992. He has observed and kept track of activities on adjoining and nearby lots. His comments on forestry and agricultural activities on adjacent and nearby lots are based on regular personal observations during the 1992-1996 period.

Farming that occurs is hay and alfalfa production for pasturing animals. These farming activities will not be affected by construction of a house on tax Lot 13 because the house with the 200 foot setbacks will not prevent landowners on nearby lots from engaging in farming activities.

Little sustained commercial forestry is practiced in the area. Adjacent lots have been clear-cut. Lots 5, 6, and 7 of Schoppe Acres are each twenty-acre parcels that were clear-cut in 1994-1995. The owner of lots 5 and 6, Mr. Steinberg, informed the applicant at the time of harvesting his timber that his long-term plan was to sell his lots for residential development. According to the un rebutted evidence, his timber harvest was economically feasible because of a historic spike in Northwest wood chip and pulpwood prices. Prices have declined 67% since mid-1995 and are not expected to rebound due to structural changes in world pulp paper markets. The timber on Tax Lot 12 was harvested during the same period of time for similar reasons.

Should Mr. Steinberg maintain his land as forest, he, or succeeding owners, will not be impeded from engaging in forestry activities by construction of a house on Tax Lot 13 because lots 5 and 6 have their own, separate access, and construction of a house on Tax Lot 13 will not create conditions that will impede or restrict forestry activities on lots 5 and 6 of Schoppe Acres.



Lots 5, 6, and 7 of Schoppe Acres have legal access from the west. Access for future land use activities is not dependent on the applicant's road. Lots 5, 6, and 7 of Schoppe Acres and Tax Lot 12 have been restocked with Douglas Fir. Future timber management activities would be twelve to fifteen years in the future when pre-commercial thinning would be appropriate. Harvest of timber would be forty to fifty years in the future. Construction of a house on Tax Lot 13 will not impede or increase the costs of forestry practices on lots 5, 6 and 7 of Schoppe Acres and Tax Lot 12. Forestry practices on those lots would be self-contained.

Tax Lot 11 is a forty-acre parcel with a residential dwelling located in its center. The applicant has observed no farming activity on Tax Lot 11 since acquiring Tax Lot 13 in 1992. Access to Tax Lot 11 is a private driveway from N.W. Kaiser Road. Future farming or forestry activities on Tax Lot 11 will not be impacted by construction of a house on Tax Lot 13 because Tax Lot 11 has its own access.

Lot 8 of Schoppe Acres is a twenty-acre parcel with a residential dwelling located in its southwest corner. The owner engages in occasional harvesting of timber. Construction of a house on Tax Lot 13 as proposed will not hinder, or add to the cost of, his continuing this forest practice because access to his timber is through his own driveway off N.W. Kaiser Road. The applicant observed the owner of Lot 8 harvest timber in 1993 and 1994. In both cases the timber was removed through the owner's driveway. Construction of a house on Tax Lot 13 will not impact future forestry activities on Lot 8 of Schoppe Acres because the house on Tax Lot 13 will be more than 1,500 feet from Lot 8, and past forestry operations have not been dependent on activities on Tax Lot 13.

Lots 3 and 4 of Schoppe Acres, located to the west of lots 5, 6 and 7 of Schoppe Acres are owned by the same individual. A large house sits on the northeast corner of Lot 3. The remaining acreage on Lot 3 and all of Lot 4 are pasture. No farming practices have been observed on these tax lots.

Tax Lots 6 and 7 which lie north of lot 5 of Schoppe Acres are timbered with small areas of pasture. No farming practices have been observed on these tax lots. Farm and forest activities on these tax lots will not be affected by construction of a house on Tax Lot 13. Access to Tax Lots 6 and 7 is from Skyline Blvd. They are 660 feet removed from Tax Lot 13. The proposed house on Tax Lot 13 will not be visible from Tax Lots 6 and 7.

The proposed dwelling, in either the preferred location or the alternative location, will not force a significant change in, significantly increase the costs of, or impede accepted forestry or farming practices on surrounding forest or agricultural lands because both sites meet the minimum setback requirements of 200 feet.

- (5) The dwelling will be located outside a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife, or that agency has certified that the impacts of the additional dwelling, considered with**

approvals of other dwellings in the area since acknowledgment of the Comprehensive Plan in 1980, will be acceptable.

Finding. The subject parcel is not identified as a big game winter habitat area on the Multnomah County Wildlife Habitat map. Therefore, this criterion has been met.

- (6) The proposed dwelling will be located on a lot within a rural fire protection district, or the proposed resident has contracted for residential fire protection.

Finding. The property is within the Tualatin Valley Fire and Rescue District. This criterion is met.

- (7) Proof of a long-term road access use permit or agreement shall be provided if road access to the dwelling is by a road owned and maintained by a private party or by the Oregon Department of Forestry, and the Bureau of Land Management, or the United States Forest Service. The road use permit may require the applicant to agree to accept responsibility for road maintenance;

Finding. The applicant has submitted an Easement Reservation (Exhibit C) and an easement Agreement for Road (Exhibit S). This criterion is met.

- (8) The parcel on which the dwelling will be located has been disqualified from receiving a farm or forest deferral.

Finding. OAR 660-06-029(5) and Senate Bill 245 (1995 session) supersede the requirement to disqualify the property from farm or forest deferral. If the property is planted to Department of Forestry standards then the property can be retained or added onto tax deferral programs

- (9) The dwelling meets the applicable development standards of MCC .2074; MCC .2074 - Development Standards for Dwellings and Structures: Except as provided for the replacement or restoration of dwellings under MCC .248(E) and .2049(B), all dwellings and structures located in the CFU district after January 7, 1993, shall comply with the following:

- (A) The dwelling or structure shall be located such that:
- (1) It has the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements of .2058(C) through (G).

Finding. The preferred house site, Exhibit 1, is located in the northwest corner of the tax lot. The two story house being planned for construction measures 38 feet in width by 56 feet in length, contains 3,800 square feet of living space and 600 feet of garage space. The distance from the property line separating Tax Lot 13 from Lot 6 of Schoppe

Acres (west) to the proposed house is 210 feet. The distance from the house to the property line separating Tax Lot 13 from Tax Lot 11 (south) is 440 feet. The distance from the house to the eastern property line, which borders the urban growth boundary, is 1,110 feet. The slope in the preferred home site area ranges from 10 to 15 percent.

A private road accesses the property from N.W. Kaiser Road. The distance from Kaiser Road to the southwest corner of Tax Lot 13 is 1,575 feet the road then arches northeast for a distance of about 200 feet to the preferred site. The road is an all-weather rock road twenty feet in width. The road has been used by logging trucks, logging equipment, and heavy duty equipment trailers in conjunction with the clear-cut logging of lots 5, 6, and 7 of *Schoppe Acres* and Tax Lot 12, and drilling a well on Tax Lot 13. The applicant granted the neighbor's logging contractor permission to use his road on a temporary basis in return for monetary payment and road maintenance. The road is clear of all overhead obstacles to a height of 14 feet.

The road slope is zero to six degrees throughout its distance with the exception of a 28 percent slope that runs for a distance of 190 feet. The slope of this segment of the access road can be reduced by grading, which can be done as a condition of building permit approval. The road can be modified to satisfy the Tualatin Valley Fire and Rescue District's Fire Marshall.

The road was designed for access of construction and well drilling equipment, much of which weighed in excess of 52,000 gross vehicle weight. A turnaround with a radius of fifty feet for emergency vehicles is planned for the area shown on applicant's Exhibit 1, in the southwest corner of the tax lot. The turnaround will be located approximately 350 feet from the preferred site. The applicant said he would post permanent signs along the access road indicating the location of the emergency water source and vehicle turnaround. Multnomah County verifies compliance with this standard at the building permit stage.

The applicant proposes a turnout for fire equipment and other emergency vehicles for the area identified on Exhibit 1, 97 feet from the southwest corner of Tax Lot 13 and 350 feet from the preferred site.

The applicant selected the preferred site because it conforms to the 200 foot minimum setbacks from other property lines, set forth in MCC .2074, and results in minimal land disturbance in comparison to the alternative house site. The applicant argued that minimizing land disturbance is important to maintain a maximum forested acreage and wildlife habitat, and to provide the best setting to buffer the house from adjacent lots using timber and other vegetation.

The alternative home site (Exhibit 2) is in the southwest corner of the property. This site would require substantially more soil disturbance due to requirements of MCC .2074. To meet the 200-foot setback requirement a house at the alternative site would have to be located on slopes of 19 to 25 percent. Although construction is allowable on slopes up to 40 percent, construction on these steeper slopes will require a larger forest clearing (at

least one acre) for construction and fire safety zone purposes, and have a greater potential of sedimentation impact on the intermittent stream that is located 790 feet from the west property line, and 590 feet from the alternative home site.

The applicant contended that the minimum impact on wildlife and water resources will occur with the preferred house site. The alternative home site will require a larger clearing, (at least one acre), more cut and fill, and could create long-term erosion conditions. However, the code's least impact requirement does not concern effects on wildlife, water resources, or erosion. The Code requires that the location of the dwelling should have the least impact on nearby forest or farm lands.

The difference between the two home sites is that the preferred site is 180 feet closer to N.W. Kaiser Road than the alternative home site. The preferred site is closer to Tax Lot 12 whereas the alternative site is closer to Tax Lot II. The locational choice between these sites alters which neighboring parcel is affected but not the extent of that affect. Because both sites can demonstrate that they satisfy the minimum setback requirements of 200 feet both have the least impact on nearby or adjoining forest or agricultural lands. The proposed dwelling at either location meets development standards criteria of the Code.

**(2) Forest operations and accepted farming practices will not be curtailed or impeded.**

Finding. Based on the applicant's statements regarding the location of the proposed dwelling and the access for this site and the surrounding properties, this criterion is met.

**(3) The amount of forest land used to site the dwelling or other structure, access road, and service corridor is minimized;**

Finding. The applicant has not demonstrated that the preferred home location has minimized the amount of land used to site the access road. The existing driveway and site clearing was done under a forest management permit. To obtain that permit the applicant was not required to show compliance with development standards. The fact that the road was constructed under a forest permit does not exempt the applicant from complying with the requirement that the minimum amount of land be used for development. Multnomah County has consistently determined that existing roads and cleared areas do not always comply with all code sections. Therefore, parcels that have some clearing for constructed roads must still comply with all code criteria. The fact that cleared areas must be replanted at a 2:1 ratio under the Significant Environmental concern Permit disputes the argument that building in an already cleared area and utilizing the already constructed road will limit cleared areas on the site, because any cleared areas will be required to be revegetated.

Each application is evaluated for compliance with all applicable criteria considering all site conditions and the best building location must be determined regarding all of the applicable criteria. Although there may be some slope issues with the alternative site,

development is supposed to be directed away from slopes of 25 percent or greater. The slope on the areas described by the applicant for the alternative development site are 18 to 25 percent. This degree of slope does not support a decision to extend the access length. The site plans referenced as Exhibits 1 and 2 indicate that the access corridor would be approximately 180 feet shorter in length in the alternative site.

This site has not been identified as a significant view area. The parcel and is in a resource protection area in which the County Comprehensive Plan and Zoning Ordinance have determined that minimization of the amount of land used for access is more important than criteria relating to visibility of development.

This criterion states that the amount of land to site the dwelling or other structures, access roads, and service corridor is to be minimized. The preferred development site does not do this. The reasons listed by the applicant that the alternative site has greater slopes, additional cleared areas, more visible development, and additional cleared areas for driveway construction do not support the conclusion that the amount of land used to site the dwelling or other structures, access roads, and service corridor at the preferred site is minimized. Therefore, this criterion is not met.

- (4) Any access road or service corridor in excess of 500 feet in length is demonstrated by the applicant to be necessary due to physical limitations unique to the property and is the minimum length required; and**

Findings. The access road to the property is already constructed of all-weather rock and is 1,575 feet from N.W. Kaiser Road to the southwest corner of Tax Lot 13. The driveway access across Tax Lot 13 to the preferred site will be an additional 600 feet of driveway access. See applicant's Statement Exhibit V and Exhibit R, SRI/Shapiro report. Due to the location of the subject parcel, the access road can not meet the 500-foot limitation. The applicant has prepared an alternative home site analysis which would reduce the access driveway by 180 feet. However, with the alternative site there are potentially negative impacts on wildlife and water resources because of steeper slopes and larger forest openings. The applicant argued that access road for the preferred site is the minimum length required due to the location of the subject parcel and the placement of N.W. Kaiser Road.

The detrimental impact on wildlife and water resources the alternate site would have compared to the preferred site are not relevant to this criterion. The fact that there are slopes of up to 25 percent at the alternative home site is not sufficient evidence to determine that the additional 180 feet of length of road is required. Although the steep slopes are a concern during development and for erosion control during construction (and would therefore require a Hillside Development Permit if more than 25 percent), a building area with a maximum slope of 25 percent would not restrain or restrict building in that area. To demonstrate that the road is the minimum length required, the house would need to be located 200 feet from the south and west property lines. The applicant has not

proved that this criterion has been satisfied based on the preferred home site. This criterion is not met by the preferred site, but is met by the alternative site.

- (5) The risks associated with wildfire are minimized. Provisions of reducing such risk shall include:
- (a) Access for a pumping fire truck to within 15 feet of any perennial water source on the lot. The access shall meet the driveway standards of MCC .2074(D) with permanent signs posted along the access route to indicate the location of the emergency water source;
  - (B) Maintenance of a primary and a secondary fire safety zone;
    - (i) A primary fire safety zone is a fire break extending a minimum of 30 feet in all directions around a dwelling or structure.
    - (ii) On lands with 10 percent or greater slope the primary fire safety zone shall be extended down the slope from a dwelling or structure as follows:

(iii)	Percent Slope	Distance In Feet
	Less than 10	Not required
	Less than 20	50
	Less than 25	75
	Less than 40	100
    - (iv) A secondary fire safety zone is a fire break extending a minimum of 100 feet in all directions around the primary safety zone. . . .
    - (ix) No requirement in (i), (ii), or (iii) above may restrict or contradict a forest management plan approved by the State of Oregon Department of Forestry pursuant to the State Forest Practice Rules; and
  - (C) The building site must have slope less than 40 percent.

Findings. There is no perennial water source on the lot, but the lot is serviced by the Tualatin Valley Fire and Rescue District. There is a fire break of 40 feet in all directions from the dwelling site (applicant's statement Exhibit V). Slopes in the cleared area range from 10 to 17 percent (applicant's statement Exhibit V). For lands with slopes between 10 and 20 percent an additional 50 feet is required for the primary fire safety zone, a total of 70 feet. With this larger primary fire safety zone, the total primary and secondary fire safety zone required is 170 feet. Verification of the clearing to the fire safety zones is done by the County at the building permit stage. This criterion can be met at either site.

- (B) The dwelling shall:
  - (1) Comply with the standards of the uniform Building code or as prescribed in ORS 445.092 through 446.200 relating to mobile homes;

- (2) Be attached to a foundation for which a building permit has been obtained; and
- (3) Have a minimum floor area of 600 square feet.

Finding. The two story house planned for construction measures 38 feet in width by 56 feet in length, contains 3,800 feet of living space and 600 square feet of garage space. Compliance with this criterion can be verified at the building permit stage.

- (C) The applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water (OAR 690, Division 10) or surface water (OAR 690, Division 20) and not from a Class II stream as defined in the Forest Practices Rules. If the water supply is unavailable from a public source, or sources located entirely on the property, the applicant shall provide evidence that a legal easement has been obtained permitting domestic water lines to cross the properties of affected owners.

Findings. The applicant has submitted a well report from the State of Oregon (Exhibit D). The well-log report is evidence that the domestic water supply is from a source authorized in accordance with the Department of Water Resources. This criterion is met.

- (D) A private road (including approved easements) accessing two or more dwellings, or a driveway accessing a single dwelling, shall be designed, built, and maintained to:
  - (1) Support a minimum gross vehicle weight (GVW) of 52,000 lbs. Written verification of compliance with the 52,000 lb. GVW standard from an Oregon Professional Engineer shall be provided for all bridges or culverts;
  - (2) Provide an all-weather surface of at least 20 feet in width for a private road and 12 feet in width for a driveway;
  - (3) Provide minimum curve radii of 48 feet or greater;
  - (4) Provide an unobstructed vertical clearance of at least 13 feet 6 inches;
  - (5) Provide grades not exceeding 8 percent, with a maximum of 12 percent on short segments, except as provided below:
    - (a) Rural Fire Protection District No. 14 requires approval from the Fire Chief for grades exceeding 6 percent;
    - (b) The maximum grade may be exceeded upon written approval from the fire protection service provider having responsibility;

- (6) Provide a turnaround with a radius of 48 feet or greater at the end of any access exceeding 150 feet in length;
- (7) Provide for the safe and convenient passage of vehicles by the placement of:
  - (a) Additional turnarounds at a maximum spacing of 500 feet along a private road; or
  - (b) Turnouts measuring 20 feet by 40 feet along a driveway in excess of 200 feet in length at a maximum spacing of ½ of the driveway length or 400 feet whichever is less.

Findings. The private easement will only access the applicant's proposed dwelling. The applicant has provided a drawing in Exhibit 3 to show that the road meets the minimum standards of the Tualatin Valley Fire and Rescue District for minimum gross weight, surface preparation, radii, vertical clearance, maximum grades not to exceed 8 to 12 percent, and turn-around radius of 48 feet (applicant's statement, Exhibit V and Exhibit 3). The applicant will provide confirmation by a Professional Engineer that the driveway/private road has been constructed as proposed as a condition of approval of obtaining his building permit. This criterion can be met but the applicant may need to obtain either a Grading and Erosion Control Permit or Hillside Development Permit before a finding of compliance can be made because of the nature of the grading that must occur to get the sections of the road that are 28% to meet the standards of the Tualatin Valley Fire and Rescue District. It is also possible that another easement from the adjoining property owners for the grading work required on the road may be necessary because the easement submitted is only 10 feet wide.

**MCC 11.15.2052(A)(10): A statement has been recorded with the Division of Records that the owner and the successor in interest acknowledge the rights of owners of nearby property to conduct forest operations consistent with Forest Practices Act and Rules, and to conduct accepted farming practices.**

Finding. The applicant has stated he will submit a recorded deed restriction as a condition of approval as shown in Exhibit X. This criterion can be met.

#### **B. Conclusions Concerning Applicable Conditional Use Permit Criteria**

**4. ORS 215.428 provides that:**

- (1) Except as provided in subsections (3) and (4) of this section, the governing body of a county or its designate shall take final action on an application for a permit . . . within 120 days after the application is deemed complete.
- (2) If an application for a permit . . . is incomplete, the governing body or its designate shall notify the applicant of exactly what information is missing within 30 days of receipt of the application and allow the applicant to submit the missing information. The application shall be deemed complete for the purpose of subsection (1) of this section



upon receipt by the governing body or its designate of the missing information. . . .

- (3) If the . . . the applicant submits the requested additional information within 180 days of the date the application was first submitted and the county has a comprehensive plan and land use regulations acknowledged under ORS 197.251, approval or denial of the application shall be based upon the standards and criteria that were applicable at the time the application was first submitted.

Finding. The application is deemed complete for purposes of the 120-day time limitation when the local jurisdiction receives any missing information. This application was first received by Multnomah County on July 5, 1996. On January 2, 1997, Multnomah County received a revised application from the applicant. January 2, 1997 was 180 days from the date of the original filing of the application on July 5, 1996. Because the applicant submitted the requested additional information within 180 days of the date the application was first submitted and the county has acknowledged comprehensive plan and land use regulations, approval or denial of the application must be based upon the standards and criteria that were applicable at the time the application was first submitted.

2. At issue are differences between OAR 660-06-027(1)(d)(C), effective on March 1, 1994 and MCC 11.15.2052(A)(3)(c), effective in 1992. The question is whether the County Code's template dwelling provisions, which were adopted before the legislative and OAR 660, division 6 template dwelling provisions, were adopted, apply as well as state law or whether only the legislative enactment as interpreted by the administrative rule apply. The applicant does not dispute that the County regulations are not met. The applicant only contends that the County regulations do not apply.

- a. The primary directives for determining applicable standards are ORS 197.175(2)(d), ORS 215.416(4) and (8) and ORS 197.646(1) and (3).

- (1) ORS 197.175. Cities' and counties' planning responsibilities; rules on incorporations; compliance with goals.

- (2) Pursuant to ORS chapters 195, 196 and 197, each city and county in this state shall:

- (d) If its comprehensive plan and land use regulations have been acknowledged by the commission, make land use decisions and limited land use decisions in compliance with the acknowledged plan and land use regulations; and

- (2) ORS 215.416. Application for permits; consolidated procedures; hearings; notice; approval criteria; decision without hearing.

- (4) The application shall not be approved if the proposed use of land is found to be in conflict with the

comprehensive plan of the county and other applicable land use regulation or ordinance provisions. . . .

- (8) Approval or denial of a permit application shall be based on standards and criteria which shall be set forth in the zoning ordinance or other appropriate ordinance or regulation of the county . . .

- (3) **197.646**. Implementation of new or amended goals, rules or statutes.

- (1) A local government shall amend the comprehensive plan and land use regulations to implement new or amended statewide planning goals, commission administrative rules and land use statutes when such goals, rules or statutes become applicable to the jurisdiction. Any amendment to incorporate a goal, rule or statute change shall be submitted to the department as set forth in ORS 197.610 to 197.625. [post acknowledgment procedures]

- (3) When a local government does not adopt comprehensive plan or land use regulation amendments as required by subsection (1) of this section, the new or amended goal, rule or statute shall be directly applicable to the local government's land use decisions. . .

b. Ms. Cofield stated that ORS 197.646(3) says a new state law or rule applies directly until the County adopts that new standard into the County Code. The County had not adopted the State standards on July 5, 1996 when this application was filed. She argued that only the State law applies directly to this application, as the petitioner argued in *Evans*.

She said that the staff argued that if there isn't a County template test then the application violates the County's Comprehensive plan because the County doesn't have a template test. She argued that ORS 197.646(3) however, says that state laws, rules and goals apply directly. She said that LUBA found in *Blondeau v. Clackamas County*, 29 Or LUBA (1995) that State law could apply directly. She does not think that the argument that you can't approve a template dwelling if there is no county template test holds merit. She urged that the Hearings Officer should make a finding and approve the application based on the template dwelling portion of state law disregarding County standards.

Evans argued that after state laws are amended local governments are required to amend their regulations. The applicant contends that ORS 197.646 states that when a local government does not adopt land use regulations to implement amended state administrative rules when those rules become applicable the amended rules shall be directly applicable to the local government's land use decision, and further contends that only the state rules are applicable.

The applicant disputes the County's claim that the County regulations that are stricter than the state law and administrative rules are also applicable arguing that the County tried to add an exception to the statute that bot contain. The applicant argues that the plain language of the statute must be construed to mean what it says and if the legislature had wanted the statute to read as the County contends it does the legislature would have included terms such as "more restrictive" or "less restrictive" in ORS 197.646(1). Rather than ending with "when such goals, rules, or statutes become applicable to the jurisdiction," the statute would need to read "when such goals, rules, or statutes are more restrictive than local regulations."

The applicant argues that *Dilworth v. Clackamas County* does not apply because the decision was not related to ORS 197.646. In *Dilworth*, Clackamas County denied a template dwelling application because the applicant did not meet Clackamas County requirements that the dwellings exist at the time of the application. LUBA considered the application of ORS 215.750 because the statutory provision does not require that the other dwellings exist on the date of application but only on January 1, 1993. LUBA held that a county is not precluded from regulating the establishment of dwellings more stringently than is required under ORS 215.750. *Dilworth* did not challenge the County's authority to set standards more stringent than those in the statute, nor did *Dilworth* address the issue of whether preexisting more restrictive County regulations apply after state law is amended.

The applicant argued that the hearings officer should consider *Blondeau* for the proposition that the legislature intended that the state template dwelling criteria should be the only applicable criteria. At the time of *Blondeau's* application for a farm dwelling, "lot of record" farm dwellings had been authorized by ORS 215.705, but not by County regulations which had not been updated after the enactment of the statute. The County denied the application because it did not comply with previously adopted county standards adopted to satisfy a previous statutory prohibition against non-farm dwellings on prime farm lands.

LUBA held that the County could not deny the dwelling because it hadn't updated its code to comply with the new law. LUBA interpreted ORS 215.705(5) as allowing the county to deny the non-farm dwelling for the reasons given in that subsection only by enacting or reenacting local legislation.<sup>2</sup> Addressing the statutory context, LUBA found

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ORS 215.705(5): "A county may, by application of criteria adopted by ordinance, deny approval of a dwelling allowed under this section in any area where the county determines that approval of the dwelling would:

- (A) Exceed the facilities and service capabilities of the area;
- (B) Materially alter the stability of the overall land use pattern in the area; or
- (C) Create conditions or circumstances that the county determines would be contrary to the purposes or intent of its acknowledged comprehensive plan or land use regulations."

that ORS 215.705(1)(c) does not explicitly prohibit the application of local land use regulations, but that ORS 215.705(5) allows a county to adopt ordinance standards that would allow it to deny a lot of record dwelling otherwise approvable under ORS 215.705. LUBA found that for both sections to have meaning, subsection .705(5) should be understood to imply a requirement of subsequent enactment for the county regulation to be effective. Addressing the legislative intent, LUBA found that the legislature intended to allow counties to approve lot of record dwellings under ORS 215.705 without first requiring amendments to their plans and regulations. This would be impossible if ORS 215.705(1)(c) requires lot of record dwellings to comply with plan and regulation provisions previously adopted to protect agricultural soils. LUBA held that ORS 215.705(1)(c) does not allow a county to deny a lot of record dwelling because it fails to comply with code provisions previously adopted to implement ORS 215.283(3) (1991) or with comprehensive plan provisions generally requiring protection of agricultural land.

She said that Blondeau cited in the *Evans* case isn't on point because it concerned farm zones. In the farm zone lots of record provisions there is a specific prohibition that says that a County has to re-adopt their ordinances if the County wants to apply additional criteria to lots of record. She agreed that there isn't a similar provision in the forest-land provisions. But, she argued that the Hearings Officer should take the idea from *Blondeau* and consider legislative intent. She thinks that the legislature said that if a county opts-in and uses the State's forest-land dwelling provisions they have to use them as provided in the state statute, and no other forest land dwellings are allowed.

The applicant argues that ORS 197.646 was an attempt by the legislature to promote uniformity in the regulation of land use activities and to prevent inconsistencies among County codes from interfering with the State's attempt to regulate forest land uses. Essentially the applicant argues that when the legislature addresses a subject it preempts local governments from adopting different more restrictive regulations on that subject. The applicant cites no authority for this proposition.

The applicant argued that if both the County Code and the State template dwelling criteria are applied that would mean for each application someone would have to sort through the criteria and determine whether a County provision is in conflict with a State provision. She argued that if these different criteria apply then an applicant would have to decide whether: 1) he or she can apply directly under state law, 2) the County Code is inconsistent with State law, and the applicant would have to decide 3) which criteria are more restrictive. She argued that the reason for acknowledgment and post-acknowledgment procedures is to require that new local government enactments go to the State and be reviewed so that which criteria apply need not be decided on a particular case.

The applicant argued that ORS 215.720(3), concerning forest land dwellings, says that "no other dwellings than those described in this section and ORS 215.740 and 215.750 may be sited on land zoned for forest use under a land use planning goal protecting forest land." The dwellings that referred to are the "lot of record forest land

dwelling," the "template dwelling" and the "large acreage dwelling." She argued that the County's template test that requires the five (5) houses and other prohibitions, is not a dwelling that is described in 215.750 and it can't be applied.

C. Mr. Rochlin said that ORS 215.705 and 215.750 begin by saying that "counties may allow the following uses." He argued that the provisions of ORS 215.705 and 215.704 are contrasted with ORS 215.283 or 215.213 which start out using the passive voice saying "uses may be allowed" which led the Supreme Court to rule that under that language the uses that may be allowed must be allowed by the county. *Brentmar v. Jackson County*, 321 Or 481, P2d 1030 (1995). Mr. Rochlin argued that the language applicable here is completely distinguished removing the ambiguity.

He argued that there are other provisions, for example ORS 215.750(4), that provide that dwellings can't be allowed if they conflict with the County's plan or land use regulations. He discussed *Blondeau* arguing that in *DeBates v. Clackamas County*, \_\_\_ Or LUBA \_\_\_, (LUBA No. 96-100 01/03/97) the court held that the application of *Blondeau* is very limited to requiring that counties reenact any legislation if they want to prohibit nonfarm lot of record dwellings. He said that if a County's lot of record regulations had been adopted only to enforce ORS 215.283 intended specifically to preserve farm land then they would have to reenact those provisions to make them make the more restrictive regulations effective. Mr. Rochlin said that *DeBates* very carefully pointed out that *Blondeau* is limited to just the lot of record farm regulation. He said the reason for that is that ORS 215.705, which addresses farm dwellings, has two provisions, one of which can be interpreted to require re-enactment of regulations. He said that ORS 215.750 doesn't have a comparable provision; 215.750 simply has the general statement that dwellings may not be allowed if they conflict with county regulations. He submitted brief written testimony.

The Multnomah County Board of Commissioners, in *Evans v. Multnomah County*, has considered its interpretation of ORS 197.646(3). The Board of County Commissioners rejected Evan's argument that only the OAR applies and concluded that both the County regulations and the OAR apply.

The County argues that the context of ORS 197.646(3) includes 197.175(2) and 215.416(8) which require a local government to make land use decisions in compliance with the local government's acknowledged regulations and comprehensive plan. The County's plan and regulations are acknowledged. The County argues that the applicant tries to add a provision to ORS 197.646(3) that would extinguish County regulations, but that ORS 197.646(3) only requires that the relevant statutes and OAR be applied directly.

The County argues that reliance on only the state law and rules would be impossible to administer and that if the OAR is the only applicable criteria this application would not comply with the rule's requirement of compliance with an acknowledged comprehensive plan or land use regulations because there would be no local provision allowing a template dwelling. Addressing the argument that new state law extinguishes preexisting local

regulations the County says that it would be impossible to determine which local law remains applicable and which is extinguished. The problem of knowing which county regulations are extinguished by state law is avoided by applying both local and state requirements whenever county regulations have not been updated to reflect amended state requirements. Even if this results in applying standards unnecessarily by mistake, the method does not lead to erroneous determinations of compliance, because state law will alter the result only when the county regulation does not satisfy state law. The mandate of the statute is achieved, while preserving the meaning of ORS 197.175(2)(d) and (e) and 215.416(8) by applying the relevant state rules in addition to the relevant county regulations, setting aside a county rule only if it is inconsistent with a state rule.

The County argued that LUBA agreed in *Dilworth* that a local government can implement a non-forest dwelling regulation stricter than those found in the OAR and state statute. The option of stricter local regulation is the express intent of the legislature. ORS 215.750(4)(a) provides that the template dwellings allowed by the section may be prohibited by provisions in local regulations. The County did not introduce *Dilworth* to define ORS 197.646 but rather to argue that local governments can implement local regulations stricter than state requirements.

The County argued that the only authority for the interpretation that the state's not the county's template test applies is *Blondeau*. The County argues that *Blondeau* does not apply here because (1) that case concerned lot of record provisions for nonfarm dwellings for agricultural lands (ORS 215.705) whereas this case concerns template dwelling provisions for forest lands (ORS 215.750), (2) while in *Blondeau* Clackamas County had not addressed lot of record provisions Multnomah County has addressed template dwellings in its regulations, and (3) in *Blondeau* LUBA relied on ORS 215.705(5) for its decision that a local government cannot rely on previously acknowledged code provisions when a statute is subsequently amended whereas ORS 215.750 does not contain similar language. The County therefore concludes that *Blondeau* does not prevent the County from relying on both its already acknowledged standards as well as subsequently amended statutes and administrative rules.

The County argued, and the applicant agrees, that *Blondeau* concerns only farm zone dwellings and ORS 215.705, and not forest zone dwellings or ORS 215.750 which applies to this case. ORS 215.750(4)(a) like ORS 215.705(1)(c) disallows a dwelling prohibited by, or not complying with, local regulations. ORS 215.705(5) has no counterpart in 215.750. Therefore there is nothing in ORS 215.750 that requires local reenactment of template dwelling provisions for a County to deny a non-forest dwelling for failing to comply with county regulations.

The County further argues that the statute and the administrative rule allows for a local government to apply its own standards. ORS 215.750 says that a County "may" allow a dwelling in a forest zone under the standards that follow in the statute. The statute does not say a County "must" use those standards. This, combined with no

wording having been inserted into ORS 197.646(3) negating the effect of a previously adopted and acknowledged county code allows a county to apply its stricter standards.

Finally, the County has an April 30, 1996 letter from the Department of Land Conservation and Development in which the DLCD staff disagrees with the argument that the county may not apply its more stringent standards in addition to the applicable state laws.

Thus, in applying both template tests, the stricter standards of the County test are that five, not three, houses must exist within the 160 acre square, not somewhere on the lot, and the square is aligned with the section lines as opposed to any way. The state standard provides only two stricter standards, the houses and the other eleven lots must have existed on January 1, 1993.

Conclusion. Nothing in ORS 197.646(3) says that the County's ordinance does not also apply and its language does not imply that the County's ordinance does not apply unless local regulations are inconsistent with the state rule required to be directly applied. In *Evans*, the County Board of Commissioners applied the stricter features of each test. The County staff, in this application, applied the stricter features of both the County Code and the OAR. The Hearings Officer agrees with the County that both State law and County code criteria are applicable. The issue is whether the County can have more restrictive regulations. It was established that the County can have more restrictive template dwelling regulations by *Dilworth v. Clackamas County*, 30 Or LUBA 319 (1996).

### **C. Significant Environmental Concern Permit**

#### **1. Uses Permitted in Significant Environmental Concern lands**

**MCC 11.15.6404(A): All uses permitted under the provision of the underlying district are permitted on lands designated SEC; provided, however, that the location and design of any use, or change or alternation of a use, except as provided in MCC. 6506, shall be subject to an SEC permit.**

Finding. A single family dwelling in the CFU zoning district requires review and approval of a conditional use permit. Provided a Conditional Use Permit is approved, an SEC permit for the single family dwelling may obtain an SEC approval. However, with the findings that the application cannot be permitted on the subject lot as a Conditional Use because it cannot demonstrate compliance with applicable Commercial Forest Use criteria, the SEC should be denied due to the fact that a dwelling on the lot will not be considered a permitted use.

#### **2. Criteria for Approval of SEC Permit.**

**MCC 11.15.6420.** The SEC designation shall apply to those significant natural resources, natural areas, wilderness areas, cultural areas, and wild and scenic waterways that are designated SEC on Multnomah County sectional zoning maps. Any proposed activity or use requiring an SEC permit shall be subject to the following:

- (A) The maximum possible landscaped area, scenic and aesthetic enhancement, open space or vegetation shall be provided between any use and a river, stream, lake, or floodwater storage area.

Finding. The applicant has preserved the maximum space between the stream on the site which is designated a significant stream. The SEC-stream overlay extends 300 feet from the centerline of the stream and this application exceeds that. The application has maintained the minimum setback allowed (with the addition of 10 feet to allow a setback of 210 feet) to the property line opposite the stream. This criterion is met.

- (B) Agricultural land and forest land shall be preserved and maintained for farm and forest use.

Finding. The subject parcel is designated Commercial Forest Use (CFU) under the Multnomah County Comprehensive Framework Plan. Statewide Planning Goal 3 - Agricultural lands and Goal 4 - Forest Lands were established in part to preserve and maintain agricultural lands and to conserve forest lands for forest uses. The County CFU zone has been deemed consistent with Goal 4 and provides for dwellings in certain instances. Only the footprint area of the proposed dwelling, the fire safety zone area and the driveway access area will be affected. The applicant proposes to remove 2/3 of an acre from the 20 acres of forest property. This amount of land is included to be able to maintain the minimum required fire safety zones around the proposed dwelling. The remaining 19 1/3 acres will be maintained for forest use. This criteria is met.

- (C) A building, structure, or use shall be located on a lot in a manner which will balance functional considerations and costs with the need to preserve and protect areas of environmental significance.

Finding. This application has balanced the functional considerations of proposing a dwelling in a Commercial forest Use District with those of cost while maintaining the minimum standards allowed under the CFU District.

- (D) Recreational needs shall be satisfied by public and private means in a manner consistent with the carrying capacity of the land and with minimum conflict with areas of environmental significance.

Findings. The proposed use and location do not conflict with any known recreational plans nor is recreational use proposed. The proposed use is a single family residence. This criterion does not apply.



- (E) The protection of the public safety and of public and private property, especially from vandalism and trespass, shall be provided to the maximum extent practicable.**

Finding. The applicant has submitted a Police Services Review form signed by the Multnomah County Sheriff's Office indicating the level of police service available to serve the project is adequate. No significant concerns for vandalism and trespass are in the record. The added presence of a dwelling will likely provide protection for the property owner by having a permanent presence on the site. This criterion is met.

- (F) Significant fish and wildlife habitats shall be protected.**

Findings. The applicant has made the effort to maintain a substantial buffer between the identified stream and the proposed dwelling to preserve fish habitat. The applicant can address the wildlife habitat criteria through the implementation of a wildlife conservation plan that satisfies the criteria of MCC 11.15.6426(B). This criterion can be met.

- (G) The natural vegetation along rivers, lakes, wetlands and streams shall be protected and enhanced to the maximum extent practicable to assure scenic quality and protection from erosion, and continuous riparian corridors.**

Finding. The proposed dwelling at either the preferred or the alternative site is further removed from the stream than required by the code and would maintain the largest buffer from the on-site stream. Other than the removal and thinning of vegetation required for the fire safety zones, the applicant intends to implement a forest management plan that outlines the intentions of the owner to "grow Douglas-fir for commercial purposes. He proposes to selectively thin trees when the trees reach 30 to 35 years. This is the only proposal the application contains for the removal of vegetation other than for the required fire safety zones and all forest management plans are specifically exempted from these provisions (MCC 11.15.6404(B)). This criterion is met.

- (H) Archaeological areas shall be preserved for their historic, scientific, and cultural value and protected from vandalism and unauthorized entry.**

Finding. There are no archaeological areas identified on this property as part of the County's Goal 5 inventory. The applicant is advised that, if archaeological objects are discovered during construction, state statutes require construction be stopped and the State Historic Preservation Office be notified. This criterion is met.

- (I) Areas of annual flooding, flood plains, water areas, and wetlands shall be retained in their natural state to the maximum possible extent to**

**preserve water quality and protect water retention, overflow, and natural functions.**

Finding. There are no identified wetlands or areas of flooding as identified on the FEMA floodplain maps and no wetlands by the Army Corps of Engineers. This criterion does not apply.

- (J) Areas of erosion or potential erosion shall be protected from loss by appropriate means. Appropriate means shall be based on current Best Management Practices and may include restriction on timing of soil disturbing activities.**

Finding. The applicant will be required to obtain a Grading and Erosion Control Permit for any earth movement under MCC 11.15.6710(C) because this site is located within the Tuālatin River Drainage Basin. This criterion can be met.

- (K) The quality of the air, water, and land resources and ambient noise levels in areas classified SEC shall be preserved in the development and use of such areas.**

Finding. Construction of the dwelling and improvement of the driveway is not expected to cause any adverse affect on the air, water and land quality or noise levels in the area. The impacts of a single family dwelling have not been determined to be detrimental to the existing levels. This criterion is met.

- (L) The design, bulk, construction materials, color and lighting of buildings, structures and signs shall be compatible with the character and visual quality of areas of significant environmental concern.**

Finding. Under the provisions of MCC 11.15.7820 this application will be required to go through the Design Review process. The process looks at design issues. This criterion will be ensured through the design review process.

- (M) An area generally recognized as fragile or endangered plant habitat or which is valued for specific vegetative features, or which has an identified need for protection of the natural vegetation, shall be retained in a natural state to the maximum extent possible.**

Finding. This site has not been identified as having any fragile or endangered plant habitats or specific vegetative features other than as an asset to wildlife habitats. These issues can be addressed more specifically through the wildlife conservation plan, therefore, this criteria can be met.

- (N) The applicable policies of the Comprehensive Plan shall be satisfied.**

Findings. The County requires a finding before approval of a quasi-judicial action of certain factors have been considered. Since this application involves a Quasi-judicial action, Plan Policies 13, 22, 37, 38, and 40 are applicable. These are addressed in the staff report and incorporated herein. The Comprehensive Plan policies are themselves approval criteria if they have not be incorporated into the zoning code.

### **3. Criteria of Approval of SEC-h Permit**

#### **MCC 11.15.6426. Criteria for approval of SEC-h Wildlife Habitat:**

- (A)** In addition to the information required by MCC .6409(C), an applicant for development in an area designated SEC-h shall include an area map showing all properties which are adjacent to or entirely or partially within 200 feet of the proposed development, with the following information, when such information can be gathered without trespass:
  - (1)** Location of all existing forested areas (including areas cleared pursuant to an approved forest management plan) and non-forested "cleared" areas; For purposes of this section, a forested area is defined as an area that has at least 75% crown closure, or 80 square feet of basal area per acre, of trees 11 inches DBH and larger, or an area which is being reforested pursuant to Forest Practices Rules of the Oregon Department of Forestry. A non-forested "cleared" area is defined as an area which does not meet the description of a forested area and which is not being reforested pursuant to a forest management plan.
  - (2)** Location of existing and proposed structures;
  - (3)** Location and width of existing and proposed public roads, private access road, driveways, and service corridors on the subject parcel and within 200 feet of the subject parcel's boundaries on all adjacent parcels;
  - (4)** Existing and proposed type and location of all fencing on the subject property and on adjacent properties entirely or partially within 200 feet of the subject property.
- (B)** Development Standards:
  - (1)** Where a parcel contains any non-forested "cleared" areas, development shall only occur in these areas, except as necessary to provide access and to meet minimum clearance standards for fire safety.

Finding. The home site location is an area of approximately 2 acres that was cleared of vegetation in 1992. This criterion is met.

- (2) **Development shall occur within 200 feet of a public road capable of providing reasonable practical access to the developable portion of the site.**

Finding. The preferred home site is 1,950 feet from N.W. Kaiser Road at the closest point. A right-of-way gravel road approximately 1,575 feet long provides access from N.W. Kaiser Road to the southeastern corner of the property. It provides the only reasonable and practical access to the property and proposed home site. The proposed driveway from the end of the right-of-way to the home site is 375 feet long. The driveway to the alternate home site is 180 feet closer to N.W. Kaiser Road. This is the closest the home site can be and meet the County's setback requirements.

- (3) **The access road/driveway and service corridor serving the development shall not exceed 500 feet in length.**

Finding. The access road and driveway are approximately 1,950 feet long. This criteria cannot be met. The applicant has submitted a response to 11.15.6426(C) for a wildlife conservation plan.

- (4) **The access road/driveway shall be located within 100 feet of the property boundary if adjacent property has an access road or driveway within 200 feet of the property boundary.**

Finding. Adjacent properties access roads are greater than 200 feet from the subject property boundary. The proposed access road will be located along the western edge of the property within 100 feet of the property boundary. This criteria does not apply because the adjacent properties do not have access roads or driveways within 100 feet of the property boundary.

- (5) **The development shall be within 300 feet of the property boundary if adjacent property has structures and developed areas within 200 feet of the property boundary.**

Findings. Developed areas on adjacent properties are greater than 200 feet from the subject property boundary. The proposed home site will be located 170 feet from the western property boundary, 220 feet from the northern property boundary, 370 feet from the southern property boundary, and 1,030 feet from the eastern property. This criteria is not applicable because the adjacent property development is not located within 200 feet of the property boundary. This application has gone through at least two versions of site plans, and apparently the first one had a property setback of 170 feet. Revised maps drawn to scale by the wildlife expert were submitted at the hearing show a distance of 210. This criterion is met.

- (6) **Fencing within a required setback from a public road shall meet the following criteria:**

- (a) Fences shall have a maximum height of 42 inches and a minimum 17 inch gap between the ground and the bottom of the fence.
- (b) Wood and wire fences are permitted. The bottom strand of a wire fence shall be barbless. Fences may be electrified, except as prohibited by County Code
- (c) Cyclone, woven wire, and chain link fences are prohibited.
- (d) Fences with a ratio of solids to voids greater than 2:1 are prohibited.
- (e) Fencing standards do not apply in an area on the property bounded by a line along the public road serving the development, two lines each drawn perpendicular to the principal structure from 100 feet from the end of the structure on a line perpendicular to and meeting with the public road serving the development, and the front yard setback line parallel to the public road serving the development.

Finding. No fencing is proposed. This criterion is met.

- (7) The nuisance plants listed shall not be planted on the subject property and shall be removed and kept removed from cleared areas of the subject property.

Finding. The applicant stated that landscaping will not include any plants on the Multnomah County nuisance plant list and that nuisance plants that currently occur on the property (Himalayan blackberry, Canada thistle, and English Ivy) will be removed and kept clear from at least a 1 acre area surrounding the home site. This criteria can be met.

- (C) **Wildlife Conservation Plan.** An applicant shall propose a wildlife conservation plan if one of two situations exist.
  - (1) The applicant cannot meet the development standards of Section (B) because of physical characteristics unique to the property. The applicant must show that the wildlife conservation plan results in the minimum departure from the standards required in order to allow the use; or
  - (2) The applicant can meet the development standards of Section (B), but demonstrates that the alternative conservation measures exceed the standards of Section B and will result in the proposed development having less detrimental impact on forested wildlife habitat than the standards in Section B.

Finding. A wildlife conservation plan is necessary because the applicant cannot meet the requirements of MCC 11.15.6426(B)(3). The siting of a home at any location on the property will require an access road in excess of 500 feet from a public road. To offset any impacts from the siting of a home outside the requirements of Section B, the following

wildlife conservation plan addresses the guidelines of Section C, Criteria 1, has been submitted.

Selected harvest and reforestation is recommended to improve the overall wildlife habitat of the forest stand while not negatively impacting the continuation of forestry practices on the parcel. Small areas (1-2 acres) should be harvested over a number of years and reforested with conifer species. This will eventually convert the existing hardwood forest stand to conifer. A few selected trees from each acre harvested should be killed and retained for the creation of snags and/or downed logs.

This harvest method will minimize disturbances to the land and wildlife habitat. Over time, wildlife habitat would be enhanced by the successful establishment of a conifer forest on the parcel. In addition, the structural diversity of the stand would be improved through establishment of multiple age classes and diversity of species. A forest stand of this type is a natural condition for this area.

- (3) The wildlife conservation plan must demonstrate the following:**
- (a) That measures are included in order to reduce impacts to forested areas to the minimum necessary to serve the proposed development by restricting the amount of clearance and length/width of cleared areas and disturbing the least amount of forest canopy cover.**

Finding. The home site is proposed to be located in the non-forested area in the northwestern portion of the property. No additional forested areas will be cleared for siting of the home. This criterion is met.

- (b) That any newly cleared area associated with the development is not greater than one acre, excluding from this total the area of the minimum necessary accessway required for fire safety purposes.**

Finding. The proposed home site is currently cleared of large diameter trees. Vegetation is dominated by hardwood species at a sapling/pole seral stage that have reestablished since 1992 when the site was cleared of trees. This criterion is met.

- (c) That no fencing will be built and existing fencing will be removed outside of areas cleared for the site development except for the existing areas used for agricultural purposes.**

Finding. The applicant is not proposing fencing. If the applicant chooses to have fencing at a later date, the applicant will be required to obtain a Significant Environmental Concern Permit for the proposed fencing before installation unless it is identified as fencing for agricultural purposes. This criterion is met.

- (d) That revegetation of existing cleared areas on the property at a 2:1 ratio with newly cleared areas occurs if such cleared areas exist on the property.

Finding. The home is proposed to be sited in the only non-forested area on the property. No additional forest cover will be removed. This criterion is met.

- (e) That revegetation and enhancement of disturbed stream riparian areas occurs along drainages and streams located on the property occurs.

Finding. The stream on the site is not disturbed and riparian vegetation occurs in a natural, functioning condition. No disturbance or alteration of the stream and/or riparian area is expected to occur as a result of the proposed residence. Construction activities will be approximately 800 feet from the creek channel and 500 feet from the edge of the SCA area. No enhancement of the stream and/or riparian area is recommended. This criterion is met.

- (4) For protected Aggregate and Mineral (PAM) subdistrict, the applicant shall submit a Wildlife Conservation Plan which must comply only with measures identified in the Goal 5 protection program that has been adopted by Multnomah County for the site as part of the program to achieve the goal.

Finding. The site is not in the protected Aggregate and Mineral (PAM) subdistrict. This criterion does not apply.

**4. MCC 11.15.6428: Criteria for approval of SEC-s Permit - Streams:**

Finding. Although this parcel does contain an identified significant environmental stream, the application as proposed does not contain any development within 300 feet of the centerline of the stream and is therefore not subject to the SEC-s criteria.

**IV. CONCLUSION AND DECISION**

**A. Conclusions for Conditional Use Request for Template Dwelling**

The application for the template dwelling does not comply with the Multnomah County Code tests for a template dwelling. The preferred site does not comply with the requirement to minimize the access length but the alternative site does. The application complies with other requirements of the County Code and Multnomah County Comprehensive Framework Plan.

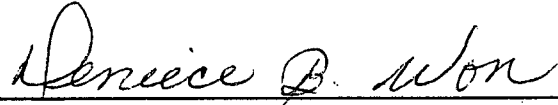
**B. Conclusions for significant Environmental Concern Permit**

The application for development of this property with a single family dwelling not related to forest management, demonstrates compliance with the Multnomah County Code standards for development within an identified wildlife habitat area.

**V. Final Order and Conditions of Approval**

Based on the findings of fact and conclusions contained herein, and incorporating the Staff Report and other reports of affected agencies and public testimony and exhibits received in this matter, the Hearings Officer hereby denies CU 7-96 and SEC 33-96.

Dated this 5th day of March, 1997

A handwritten signature in cursive script, reading "Deniece B. Won", is written over a horizontal line.

Deniece B. Won, Attorney at Law  
Hearings Officer



MEETING DATE: MAR 20 1997

AGENDA NO: C-4

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: **REQUEST APPROVAL OF REPLACEMENT DEED TO REPLACE D961332, WHICH IS LOST AND UNLOCATEABLE.**

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

Requesting Approval of Replacement Deed to Replace D961332, Which is Lost and Unlocateable.

Replacement Deed D971414 and Board Order attached.

3/25/97 ORIGINAL DEED & COPIES TO TAX TITLE

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR  
DEPARTMENT MANAGER: K A Tuneberg Lawrence E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES.

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of  
Replacement Deed D971414  
for Certain Tax Acquired Property to

JOHN E. MCKIBBEN

ORDER  
97- 39

WHEREAS, pursuant to Board Order Number 96-102, dated June 6, 1996, Multnomah County executed deed D961337, conveying the real property described below to JOHN E. MCKIBBEN and

WHEREAS, that deed was not recorded and now presumed to be lost and unlocateable.

WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchaser;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

S 45' OF LOT 12, BLOCK 45, IRVINGTON, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated at Portland, Oregon this 20th day of March, 1997.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair



REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

Matthew O. Ryan, Assistant County Counsel

REPLACEMENT DEED D971414

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOHN E. MCKIBBEN, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

S 45' OF LOT 12, BLOCK 45, IRVINGTON, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$150,000.00. Grantor executes this deed to replace that certain deed (County Deed number D961332) executed pursuant to County Board Order 96-102, dated June 6, 1996, which was not recorded and now presumed to be lost and unlocateable.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Until a change is requested, all tax statements shall be sent to the following address:

JOHN E. MCKIBBEN  
4119 NE 54TH  
PORTLAND OR 97218

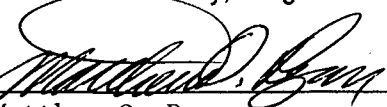
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of March, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



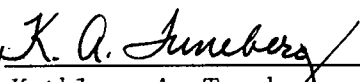
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan

DEED APPROVED:  
Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By   
Kathleen A. Tuneberg

After recording, return to Multnomah County Tax Title, 166/300

STATE OF OREGON

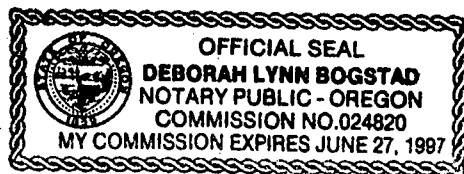
)

) ss

COUNTY OF MULTNOMAH

)

*The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: MAR 20 1997

AGENDA NO: C-5

ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: **REQUEST APPROVAL OF REPLACEMENT DEED TO REPLACE D961332, WHICH IS LOST AND UNLOCATEABLE.**

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

Requesting Approval of Replacement Deed to Replace D961337, Which is Lost and Unlocateable.

Replacement Deed D971415 and Board Order attached.

3/25/97 ORIGINAL DEED & copies to tax title

**SIGNATURES REQUIRED:**

ELECTED  
OFFICIAL: \_\_\_\_\_

OR  
DEPARTMENT MANAGER: K. A. Tuneberg L. E. Nicholas

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 10 AM 10:11  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of  
Replacement Deed D971415  
for Certain Tax Acquired Property to

JAMAL TARHUNI

ORDER  
97- 40

WHEREAS, pursuant to Board Order Number 96-130, dated August 1, 1996, Multnomah County executed deed D961337, conveying the real property described below to JAMAL TARHUNI and

WHEREAS, that deed was not recorded and now presumed to be lost and unlocateable.

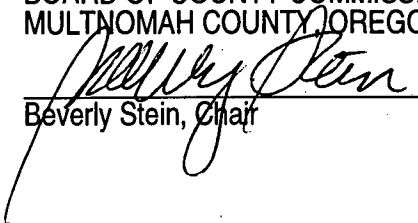
WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchaser;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

LOTS 3, 4, 7 & 8, BLOCK 43, PORTLAND CITY HOMESTEAD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

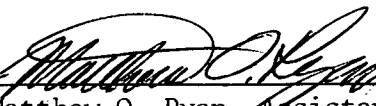
Dated at Portland, Oregon this 20th day of March, 1997.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair



REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

**REPLACEMENT DEED D971415**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JAMAL TARHUNI, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LOTS 3, 4, 7 & 8, BLOCK 43, PORTLAND CITY HOMESTEAD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$750.00. Grantor executes this deed to replace that certain deed (County Deed number D961337) executed pursuant to County Board Order 96-130, dated August 1, 1996, which was not recorded and now presumed to be lost and unlocateable.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

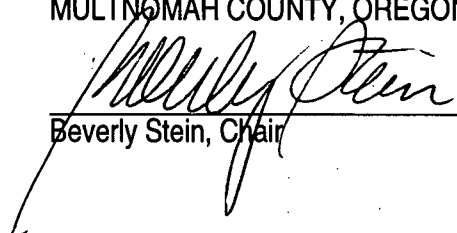
Until a change is requested, all tax statements shall be sent to the following address:

JAMAL TARHUNI  
PO BOX 216  
PORTLAND, OR 97207-0216

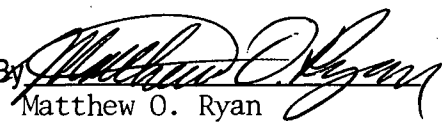
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20<sup>th</sup> day of March, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.




BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan

DEED APPROVED:  
Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By   
Kathleen A. Tuneberg

After recording, return to Multnomah County Tax Title, 166/300

STATE OF OREGON

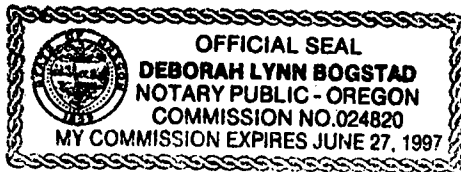
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) ss

COUNTY OF MULTNOMAH

)

*The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/97



MEETING DATE: MAR 20 1997

AGENDA NO: C-6

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: **REQUEST APPROVAL OF REPLACEMENT DEED TO REPLACE D961332, WHICH IS LOST AND UNLOCATEABLE.**

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

Requesting Approval of Replacement Deed to Replace D961338, Which is Lost and Unlocateable.

Replacement Deed D971416 and Board Order attached.

3/25/97 ORIGINAL DEED & COPIES TO TAX TITLE

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: K. A. Tuneberg Lowell L. Lick

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 10 AM 11:17  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 / 248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of  
Replacement Deed D971416  
for Certain Tax Acquired Property to

JAMAL TARHUNI

ORDER  
97- 41

WHEREAS, pursuant to Board Order Number 96-131, dated August 1, 1996, Multnomah County executed deed D961338, conveying the real property described below to JAMAL TARHUNI and

WHEREAS, that deed was not recorded and now presumed to be lost and unlocateable.

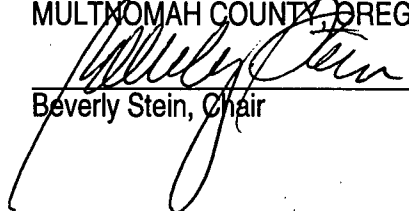
WHEREAS, the above contract purchaser has fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchaser;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 8, BLOCK 8, WEST PORTLAND, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

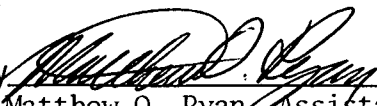
Dated at Portland, Oregon this 20th day of March, 1997.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair



REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

**REPLACEMENT DEED D971416**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JAMAL TARHUNI, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 8, BLOCK 8, WEST PORTLAND, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$435.00. Grantor executes this deed to replace that certain deed (County Deed number D961338) executed pursuant to County Board Order 96-131, dated August 1, 1996, which was not recorded and now presumed to be lost and unlocateable.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Until a change is requested, all tax statements shall be sent to the following address:

JAMAL TARHUNI  
PO BOX 216  
PORTLAND, OR 97207

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of March, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.

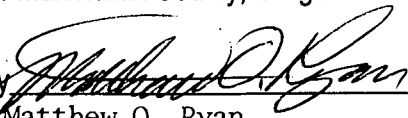


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair


**REVIEWED:**

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan

**DEED APPROVED:**

Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By   
Kathleen A. Tuneberg

After recording, return to Multnomah County Tax Title, 166/300

STATE OF OREGON

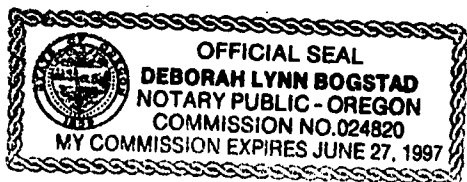
)

) ss

COUNTY OF MULTNOMAH

)

*The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



*Deborah Lynn Bogstad*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: MAR 20 1997  
AGENDA NO: C-7  
ESTIMATED START TIME: 9:30 am.

(Above Space for Board Clerk's Use ONLY)

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**AGENDA PLACEMENT FORM**

SUBJECT: **Request Approval of Deed to Contract Purchaser for Completion of Contract.**

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser, CHARLES WASHINGTON, for completion of Contract #15693 (Property purchased at auction).

Deed D971419 and Board Order attached.

3/25/97 ORIGINAL DEED & COPIES TO TAX TITLE

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT MANAGER: K. A. Tuneberg / Larry E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 10 AM 10:10  
MULTNOMAH COUNTY  
OREGON

In the matter of the Execution of  
Deed D971419 Upon Complete Performance of  
a Contract to

CHARLES WASHINGTON

Matthew O. Ryan, Assistant County Counsel

DEED D971419

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CHARLES WASHINGTON, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

S 62.5' OF E 1/2 OF LOT 2, BLOCK 19; S 62.5' OF LOT 3, BLOCK 19, LOVES ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$4,100.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Until a change is requested, all tax statements shall be sent to the following address:

CHARLES WASHINGTON  
9810 E BURNSIDE ST  
PORTLAND OR 97216

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of March, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan

DEED APPROVED:

Kathy Tuneberg, Acting Director  
Assessment & Taxation

By K. A. Tuneberg  
Kathleen A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON

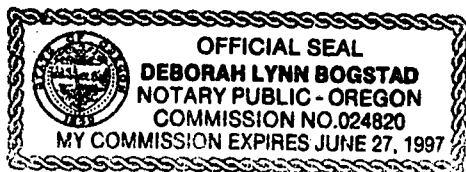
)

) ss

COUNTY OF MULTNOMAH

)

*The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



Deborah Lynn Bogstad  
Notary Public for Oregon  
My Commission expires: 6/27/97



MEETING DATE: MAR 20 1997

AGENDA NO: C-8

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Contract Purchasers for Completion of Contract.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of Deed to RICHARD WILLIAMS & JANETTE WILLIAMS contract purchaser for completion of Contract #15533 (Property repurchased by former owners).

Deed D971421 and Board Order attached.

3/25/97 ORIGINAL DEED & COPIES TO TAX TITLE

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: K.A. Tuneberg Janette Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 10 AM 10:14  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of  
Deed D971421 Upon Complete  
Performance of a Contract to

RICHARD WILLIAMS  
AND JANETTE WILLIAMS

ORDER  
97- 43

It appearing that heretofore, on October 4, 1990, Multnomah County entered into a contract with RICHARD WILLIAMS and JANETTE WILLIAMS for the sale of the real property hereinafter described; and

That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

S 1/2 OF LOT 23, BLOCK 3; LOT 24, BLOCK 3 WINDSOR HEIGHTS, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

Dated at Portland, Oregon this 20th day of March, 1997.

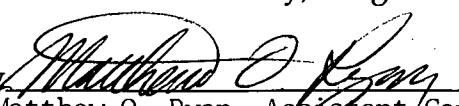


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D971421

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to RICHARD WILLIAMS and JANETTE WILLIAMS, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

S 1/2 OF LOT 23, BLOCK 3; LOT 24, BLOCK 3 WINDSOR HEIGHTS, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,749.44.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

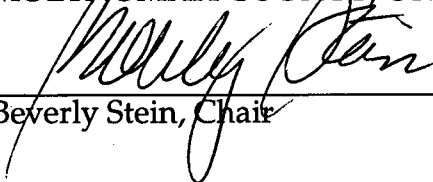
Until a change is requested, all tax statements shall be sent to the following address:

RICHARD & JANETTE WILLIAMS  
2601 SE 49TH AVE  
PORTLAND, OR 97206

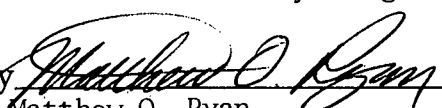
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of March, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan

DEED APPROVED:  
Kathy Tuneberg, Acting Director  
Assessment & Taxation

By   
Kathleen A. Tuneberg

After recording, return to Multnomah County Tax Title (166/300)

STATE OF OREGON

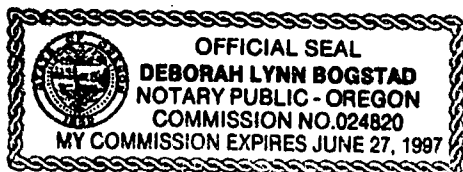
)

) ss

COUNTY OF MULTNOMAH

)

*The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



*Deborah Lynn Bogstad*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: MAR 20 1997

AGENDA NO: C-9

ESTIMATED TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to HUBBARD CONSTRUCTION CORP, Auction Purchaser, (Purchaser bought property at March 4, 1997 Auction, paid in full day of auction).

Deed D971422 and Board Order attached.

3/25/97 ORIGINAL DEED & COPIES to tax title

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: K. A. Tuneberg E. C. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 10 AM 10:15  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed  
D971422 for Certain Tax Acquired  
Property to

HUBBARD CONSTRUCTION CORP

ORDER  
97- 44

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from HUBBARD CONSTRUCTION CORP a bid for the sum of \$43,000.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 7, BLOCK 2; W 17' OF LOT 8, BLOCK 2 ATKINSONS ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 20th day of March, , 1997

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair



REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D971422

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HUBBARD CONSTRUCTION CORP, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 7, BLOCK 2; W 17' OF LOT 8, BLOCK 2 ATKINSONS ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$43,000.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning Department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

HUBBARD CONSTRUCTION CORP  
2535 NW UPSHUR ST  
PORTLAND OR 97210

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of March, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair



REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By K. A. Tuneberg

Kathleen A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

)

) ss

COUNTY OF MULTNOMAH

)

*The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97



MEETING DATE: MAR 20 1997

AGENDA NO: C-10

ESTIMATED TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg

TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to KING T. & MEI S. HA, Auction Purchaser, (Purchaser bought property at March 4, 1997 Auction, paid in full day of auction).

Deed D971423 and Board Order attached.

3/25/97 ORIGINAL DEED & COPIES TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL:

OR

DEPARTMENT MANAGER: K. A. Tuneberg

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 10 AM 10  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed  
D971423 for Certain Tax Acquired  
Property to

KING T. & MEI S. HA

ORDER  
97-45

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from KING T. & MEI S. HA a bid for the sum of \$21,000.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 9, BLOCK 3 BEVERLY, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 20th day of March, 1997

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By

Beverly Stein, Chair



REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

Matthew O. Ryan, Assistant County Counsel

DEED D971423

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to KING T. & MEI S. HA, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

*not* LOT 9, BLOCK 3 BEVERLY, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$21,000.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning Department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

KING T. & MEI S. HA  
5202 SE 33RD AVE  
PORTLAND OR 97202-4318

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of March, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *Matthew O. Ryan*  
Matthew O. Ryan

DEED APPROVED:  
Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By *K. A. Tuneberg*  
Kathleen A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

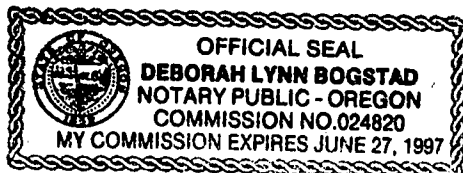
)

) ss

COUNTY OF MULTNOMAH

)

*The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



*Deborah Lynn Bogstad*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: MAR 20 1997

AGENDA NO: C-11

ESTIMATED TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to FISH CONSTRUCTION NW INC, Auction Purchaser, (Purchaser bought property at March 4, 1997 Auction, paid in full day of auction).

Deed D971425 and Board Order attached.

3/25/97 ORIGINAL DEED & copies to tax title

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: K. A. Tuneberg Lawrence E. Wickstrom

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 10 AM 10:15  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed  
D971425 for Certain Tax Acquired  
Property to

FISH CONSTRUCTION NW INC

ORDER  
97-46

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from FISH CONSTRUCTION NW INC a bid for the sum of \$34,000.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 13 KENTON ANNEX, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 20th day of March, 1997



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Assistant County Counsel

DEED D971425

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to FISH CONSTRUCTION NW INC, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 13, KENTON ANNEX, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$34,000.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning Department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

FISH CONSTRUCTION NW INC  
1834 SW 58TH #206  
PORTLAND OR 97221

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of March, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan

DEED APPROVED:  
Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By K. A. Tuneberg  
Kathleen A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

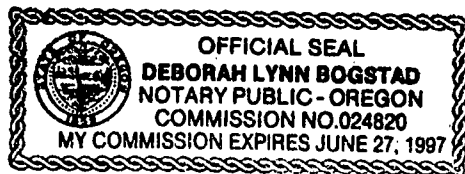
)

) ss

COUNTY OF MULTNOMAH

)

*The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



*Deborah Lynn Bogstad*

*Notary Public for Oregon*

*My Commission expires: 6/27/97*



MEETING DATE: MAR 20 1997

AGENDA NO: C-12

ESTIMATED TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to ALEMSEGED GEBREHIWOT & GETACHEW GEBREHIWOT, Auction Purchaser, (Purchaser bought property at March 4, 1997 Auction, paid in full day of auction).

Deed D971426 and Board Order attached.

3/25/97 Original Deed & copies to tax title

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_

OR  
DEPARTMENT MANAGER: K. A. Tuneberg Lawrence E. Wickert

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 10 AM 10  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed  
D971426 for Certain Tax Acquired  
Property to

ALEMSEGED GEBREHIWOT and  
GETACHEW GEBREHIWOT

ORDER  
97- 47

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from ALEMSEGED GEBREHIWOT and GETACHEW GEBREHIWOT a bid for the sum of \$35,500.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

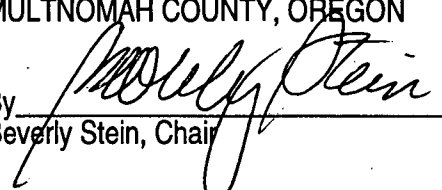
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 3, BLOCK 1 RIVERVIEW SUB, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 20th day of March

, 1997

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair



REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D971426

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ALEMSEGED GEBREHIWOT and GETACHEW GEBREHIWOT, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 3, BLOCK 1 RIVERVIEW SUB, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$35,500.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning Department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

ALEMSEGED GEBREHIWOT  
GETACHEW GEBREHIWOT  
PO BOX 4006  
PORTLAND OR 97208

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of March, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair



REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan

DEED APPROVED:

Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By   
Kathleen A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

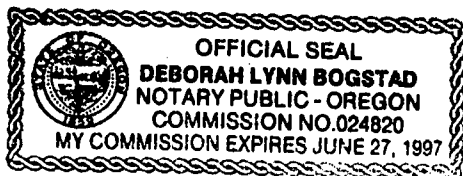
)

) ss

COUNTY OF MULTNOMAH

)

*The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



*Deborah Lynn Bogstad*

*Notary Public for Oregon*

*My Commission expires: 6/27/97*

MEETING DATE: MAR 20 1997

AGENDA NO: C-13

ESTIMATED TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services

DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg

TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to KING T. & MEI S. HA, Auction Purchaser, (Purchaser bought property at March 4, 1997 Auction, paid in full day of auction).

Deed D971427 and Board Order attached.

*3/25/97 ORIGINAL DEED & copies to tax title*

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_

OR  
DEPARTMENT MANAGER: K. A. Tuneberg Lawrence E. Dickerson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

CLERK OF  
COUNTY COMMISSIONERS  
97 MAR 10 AM 10:16  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed  
D971427 for Certain Tax Acquired  
Property to

KING T. & MEI S. HA

ORDER  
97-48

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from KING T. & MEI S. HA a bid for the sum of \$26,500.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 5, BLOCK 1 RIVERVIEW SUB, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 20th day of March

, 1997

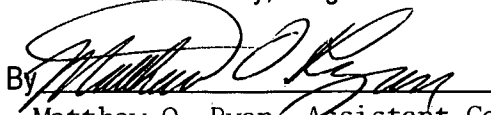
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair



REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

DEED D971427

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to KING T. & MEI S. HA, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

*mei*  
LOT 5, BLOCK 1 RIVERVIEW SUB, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$26,500.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning Department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

KING T. & MEI S. HA  
5202 SE 33RD AVE  
PORTLAND OR 97202-4318

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of March, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *Matthew O. Ryan*  
Matthew O. Ryan

DEED APPROVED:  
Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By *K. A. Tuneberg*  
Kathleen A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON

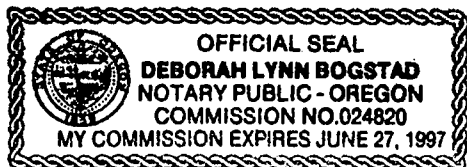
)

) ss

COUNTY OF MULTNOMAH

)

*The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



*Deborah Lynn Bogstad*

*Notary Public for Oregon*

*My Commission expires: 6/27/97*



MEETING DATE: MAR 20 1997

AGENDA NO: C-14

ESTIMATED TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

Request approval of deed to FISH CONSTRUCTION NW INC, Auction Purchaser, (Purchaser bought property at March 4, 1997 Auction, paid in full day of auction).

Deed D971428 and Board Order attached.

3/25/97 ORIGINAL DEED & copies to tax title

SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_

OR  
DEPARTMENT MANAGER: K. A. Tuneberg Paul E. Nicholson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 10 AM 16  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed  
D971428 for Certain Tax Acquired  
Property to

FISH CONSTRUCTION NW INC

ORDER  
97-49

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from FISH CONSTRUCTION NW INC a bid for the sum of \$33,000.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

S 1/2 OF LOT 1, BLOCK 8 ST JOHNS PARK ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

Dated this 20th day of March, 1997

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By

Beverly Stein, Chair



REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

Matthew O. Ryan, Assistant County Counsel

DEED D971428

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to FISH CONSTRUCTION NW INC, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

S 1/2 OF LOT 1, BLOCK 8 ST JOHNS PARK ADD, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$33,000.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning Department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

FISH CONSTRUCTION NW INC  
1834 SW 58TH #206  
PORTLAND OR 97221

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of March, 1997, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSION  
MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan

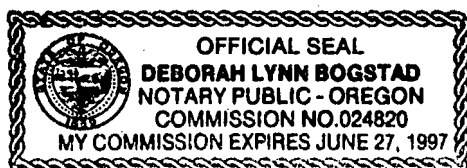
DEED APPROVED:  
Kathleen A. Tuneberg, Acting Director  
Assessment & Taxation

By K. A. Tuneberg  
Kathleen A. Tuneberg

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*The foregoing instrument was acknowledged before me this 20th day of March, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.*



*Deborah Lynn Bogstad*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: MAR 20 1997

AGENDA #: C-15

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: CAMI Revenue Contract

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: [Signature]

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: Consent Calendar

AMOUNT OF TIME NEEDED: \_\_\_\_\_

DEPARTMENT: District Attorney

DIVISION: Family Justice

CONTACT: Lisa Moore

TELEPHONE #: 248-3133

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Renewal of CAMI Revenue Contract

3/21/97 ORIGINALS to Lisa Moore

### SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_

(OR)  
DEPARTMENT  
MANAGER: [Signature]

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 13 AM 8:26  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

*Office Memorandum*

**MICHAEL D. SCHRUNK**, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: 03/12/97

REQUESTED PLACEMENT DATE: March 18, 1997 Consent Calendar

RE: CAMI REVENUE CONTRACTS FOR 1996 AND 1997

I. Recommendation/Action Requested:  
Approval

II. Background/Analysis:  
This provides continued funding for the CAMI program. The CAMI program is comprised of a multi-disciplinary child abuse intervention team with participants from Services to Children and Families, Multnomah County District Attorney's office, Legacy Emanuel CARES Tri-County Assessment Center, Portland Police Bureau, Oregon State Police, Gresham Police Bureau, and Multnomah ESD.

III. Financial Impact:  
The 1996 and 1997 awards amount to \$1,130,575 in revenue dedicated to child abuse intervention.

IV. Legal Issues:  
This program was formed under ORS 418.747.

V. Controversial Issues:  
None

VI. Link to Current County Policies:  
Multnomah County's Urgent Benchmark to Reduce Child Abuse is furthered through the CAMI program, and is directly linked to the District Attorney's MDT Unit.

VIII. Other Government Participation:  
Services to Children and Families, Portland Police Bureau, Oregon State Police, Gresham Police Bureau, and Multnomah ESD are participating in the CAMI program.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 500-147

XPrior-Approved Contract Boilerplate: Attached: Not Attached

Amendment # 1

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY</b> <b>BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-15</u> DATE <u>3/20/97</u> DEB BOGSTAD BOARD CLERK</p>
---	--	--

Department: District Attorney's Office Division: Family Justice Date: 3/11/97  
 Contract Originator: Lisa Moore Phone: 248-3133 Bldg/Room: 101/600  
 Administrative Contact: Lisa Moore Phone: 248-3133 Bldg/Room: \_\_\_\_\_  
 Description of Contract: This is an intergovernmental agreement between the State of Oregon Services to Children and Families and Multnomah County District Attorney's office to fund the CAMI child abuse program for 1996.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWB ☐ JESB ☐ JQRF ☐ JN/A ☐ JNone  
 Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>SCF/DHR Contracts</u></p> <p>Mailing Address: <u>500 Summer St. NE</u> <u>Salem, OR 97310-5657</u></p> <p>Phone: <u>(503)945-5915</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>1/1/96</u></p> <p>Termination Date: <u>12/31/96</u></p> <p>Original Contract Amount: \$ <u>\$498,980.70</u></p> <p>Total Amt of Previous Amendments: \$ <u>0</u></p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>498,980.70</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule/Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other - quarterly payments</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	---

**REQUIRED SIGNATURES**

Department Manager: [Signature] Date: 3-13-97  
 Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel: Cynthia N. Duffey Date: 3-13-97  
 County Chair/Sheriff: [Signature] Date: March 20, 1997  
 Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	023	2437			2339			CAMI	\$498,980.70	revenue
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

STATE OF OREGON INTERGOVERNMENTAL AGREEMENT

SCF Log Number: 5-1764 G96797

Date: May 23, 1996

AMENDMENT #1

**AMENDMENT OF AGREEMENT 5-1117 G96797**, dated October 30, 1995, between **MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE**, hereinafter referred to as the "Agency", and the State of Oregon, Department of Human Resources, State Office for Services to Children and Families.

The Agreement is amended as follows:

1. By amending the Agreement face sheet entitled **Consideration** to read **\$498,980.70**.
2. By amending the Agreement document entitled **SCHEDULE, SECTION B, PAYMENTS**, paragraph 2, to read as follows:
  2. During the period beginning January 1, 1996 (or the date when both parties have signed this agreement), and ending December 31, 1996, payment shall be subject to the provisions of ORS 293.462 (payment of overdue account charges); the Department will pay to the Agency, by check(s), an amount not to exceed **\$498,980.70** to be paid as follows:
    - a. For the period beginning January 1, 1996 and ending March 31, 1996 an amount not to exceed **\$124,898.99** per calendar quarter. ORS requires the first payment to be made before January 1, 1996.
    - b. For the period beginning April 1, 1996 and ending June 30, 1996 an amount not to exceed **\$124,898.96** per calendar quarter.
    - c. For the period beginning July 1, 1996 and ending September 30, 1996 an amount not to exceed **\$124,591.37** per calendar quarter.
    - d. For the period beginning October 1, 1996 and ending December 31, 1996 an amount not to exceed **\$124,591.38** per calendar quarter.

<u>Payment After Date</u>	<u>For Period</u> <u>Beginning and Ending</u>
December 31, 1995	January 1, 1996 March 31, 1996
April 1, 1996	April 1, 1996 June 30, 1996
July 1, 1996	July 1, 1996 September 30, 1996
October 1, 1996	October 1, 1996 December 31, 1996

All other terms, provisions, and conditions of this agreement remain unchanged.

This agreement shall be effective immediately upon full execution by all parties.

Approved by the Agency:

Signature: [Signature] Title: Fiscal Specialist Sr. Date: 5/27/96

Approved by State Office for Services to Children and Families:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by Contracts Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Approved for Legal Sufficiency: N/A Date: \_\_\_\_\_

Reviewed for Multnomah County Counsel by Sandra N. Duffy 3/13/97  
Sandra N. Duffy, Acting County Counsel

Approved by Multnomah County Board of Commissioners by [Signature]  
Beverly Stein, County Chair  
March 20, 1997



MEETING DATE: MAR 20 1997

AGENDA #: C-16

ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: CAMI Revenue Contract

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Consent Calendar

AMOUNT OF TIME NEEDED: \_\_\_\_\_

DEPARTMENT: District Attorney DIVISION: Family Justice

CONTACT: Lisa Moore TELEPHONE #: 248-3133

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Renewal of CAMI Revenue Contract

*3/24/97 originals to Lisa Moore*

#### SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_

(OR)  
DEPARTMENT  
MANAGER: *[Signature]*

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 13 AM 8 25  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

*Office Memorandum*

**MICHAEL D. SCHRUNK**, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: 03/12/97

REQUESTED PLACEMENT DATE: March 18, 1997 Consent Calendar

RE: CAMI REVENUE CONTRACTS FOR 1996 AND 1997

I. Recommendation/Action Requested:  
Approval

II. Background/Analysis:  
This provides continued funding for the CAMI program. The CAMI program is comprised of a multi-disciplinary child abuse intervention team with participants from Services to Children and Families, Multnomah County District Attorney's office, Legacy Emanuel CARES Tri-County Assessment Center, Portland Police Bureau, Oregon State Police, Gresham Police Bureau, and Multnomah ESD.

III. Financial Impact:  
The 1996 and 1997 awards amount to \$1,130,575 in revenue dedicated to child abuse intervention.

IV. Legal Issues:  
This program was formed under ORS 418.747.

V. Controversial Issues:  
None

VI. Link to Current County Policies:  
Multnomah County's Urgent Benchmark to Reduce Child Abuse is furthered through the CAMI program, and is directly linked to the District Attorney's MDT Unit.

VIII. Other Government Participation:  
Services to Children and Families, Portland Police Bureau, Oregon State Police, Gresham Police Bureau, and Multnomah ESD are participating in the CAMI program.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal [ ]

Contract # 500447

XPrior-Approved Contract Boilerplate: Attached: Not Attached

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000		<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue		<b>CLASS III</b> <input checked="" type="checkbox"/> <b>APPROVED MULTNOMAH COUNTY</b> <b>BOARD OF COMMISSIONERS</b> AGENDA # <u>C-16</u> DATE <u>3/20/97</u> <u>DEB BOGSTAD</u> <b>BOARD CLERK</b>
--	--	---	--	---

Department: District Attorney's Office Division: Family Justice Date: 3/11/97  
 Contract Originator: Lisa Moore Phone: 248-3133 Bldg/Room: 101/600  
 Administrative Contact: Lisa Moore Phone: 248-3133 Bldg/Room: \_\_\_\_\_  
 Description of Contract: This is an intergovernmental agreement between the State of Oregon Services to Children and Families and Multnomah County District Attorney's office to fund the CAMI child abuse program for 1997.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ (Check all boxes that apply) Contractor is [ ] MBE [ ] WBE [ ] ESB [ ] QRF [ ] N/A [ ] None  
 Original Contract No. \_\_\_\_\_ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>SCF/DHR Contracts</u> Mailing Address: <u>500 Summer St. NE</u> <u>Salem, OR 97310-5657</u> Phone: <u>(503)945-5915</u> Employer ID# or SS#: _____ Effective Date: <u>1/1/97</u> Termination Date: <u>12/31/97</u> Original Contract Amount: \$ <u>\$498,980.70</u> Total Amt of Previous Amendments: \$ <u>0</u> Amount of Amendment: \$ <u>631,594.59</u> Total Amount of Agreement: \$ <u>1,130,575.29</u>	Remittance Address (if different) _____ _____ _____ Payment Schedule/Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other - quarterly payments <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes [ ] No [ ]
---	---

## REQUIRED SIGNATURES:

Department Manager: John Bradley Date: 3/12/97  
 Purchasing Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel: Sandra Duffy Date: 3.12.97  
 County Chair/Sheriff: Donny Pen Date: March 20, 1997  
 Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	023	2437			2339			CAMI	\$631,594.59	revenue
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

# STATE OF OREGON INTERGOVERNMENTAL AGREEMENT

Agreement Number: 5-2836

Date: December 30, 1996

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, State Office for Services to Children and Families, hereinafter referred to as the "Department" and **MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE**, which has formed an eligible Agency multidisciplinary child abuse team formed under Oregon Revised Statute 418.747, hereinafter referred to as the "Agency". The Department's supervising representative for this agreement is Janvier Slick.

**Effective Date and Duration:** This agreement shall become effective on January 1, 1997, or on the date at which every party has signed this agreement. This agreement shall expire, unless otherwise terminated or extended, on December 31, 1997. However, such expiration shall not extinguish or prejudice Department's right to enforce this Agreement with respect to (i) any breach of a Agency warranty; or (ii) any default or defect in Agency performance that has not been cured.

**Statement of Work:** The agreement provisions are contained in the following and are by this reference, made a part of this agreement:

Document	Pages	
SCHEDULE	2	Attached
Agency's Approved Plan		Not Attached

**Consideration:** Department agrees to pay the Agency an amount not to exceed \$631,594.59 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to the Agency as outlined in the agreement document entitled SCHEDULE.

**Amendments:** The terms of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

## AGENCY MUST COMPLETE AGENCY DATA AND CERTIFICATION

NAME: (tax filing): Multnomah County

ADDRESS: PO Box 14700, Portland, OR 97293-0700

Social Security # or Federal Tax ID. # 93-6002309

I, the undersigned, agree to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein.

### Approved by the Agency:

Signature: Heleen J. Smith Title: Chief Deputy District Attorney Date: 3-11-97

### Approved by State Office for Services to Children and Families:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by Contracts Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed for Multnomah County Counsel by Sandra N. Duffy 3/13/97  
Sandra N. Duffy, Acting County Counsel

Approved by Multnomah County by Beverly Stein 3/20/97  
Beverly Stein, County Chair

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-16 DATE 3/20/97  
DEB BOGSTAD  
BOARD CLERK

## SCHEDULE

AGENCY: MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE

DATE: December 30, 1996

### SECTION A: AGREED

Whereas, the Agency is a county multidisciplinary child abuse team formed under ORS 418.747 and has submitted its child abuse multidisciplinary intervention (CAMI) plan to the Department, as required by ORS 418.746 (5). The Agency's CAMI plan, which is on file with the Department, is by this reference hereby made a part of this agreement.

Whereas, the Department, by its authority under ORS 418.746 (3), has determined the Agency's plan eligible or conditionally eligible for funding, based on the factors set forth in ORS 418.746 (4).

Now therefore, the purpose of this Agreement is to provide a means to distribute CAMI Account funds from the Department to the Agency. The Department does not seek the specific services described in the plan.

The Agency and the Department agree that this agreement begins on January 1, 1997 (or the date when both parties have signed this agreement), and ends on December 31, 1997. The Agency and the Department agree to the following;

1. The Agency agrees to provide services as described in its CAMI plan and any amendments.
2. The Agency agrees, if its CAMI plan has been conditionally approved for funding under ORS 418.746 (3) (b) by the Department, the Agency will take such action as is required to make its CAMI plan fully eligible for funding by December 31, 1998.
3. The Agency agrees that services shall be provided within the geographic boundaries of MULTNOMAH County, Oregon.
4. The Agency agrees that the money received under this agreement will not be used as replacement revenues for currently available funds previously allocated by the county for child abuse intervention.
5. The Agency shall submit reports on June 30, 1997, and December 31, 1997, to the Department. The reports shall document how the money was utilized and shall describe as to what extent the program was able to meet anticipated outcomes in terms of benefits to children and families.
6. The Department, with the advice of the Advisory Council on Child Abuse Assessment, created by ORS 418.784, and the advisory council on child abuse created pursuant to the requirements of the Children's Justice Act (Public Law 99-401, Title I), shall disburse moneys from the Child Abuse Multidisciplinary Intervention Account to the Agency. The moneys shall be allocated by the same or similar formula used by the Attorney General for equitable distribution of the fund for victim's assistance programs under ORS 147.227 (1).

## SECTION B: PAYMENTS

### 1. Funds Available and Authorized

Except in the event that the Department has entered into a master Agreement, Agency shall not be compensated for work performed under this Agreement by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the Department's biennial appropriation or limitation. Agency understands and agrees that Department's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, the Department may terminate this Agreement without penalty or liability to the Department, effective upon the delivery of written notice to the Agency, with no further liability to the Agency.

2. During the period beginning January 1, 1997 (or the date when both parties have signed this agreement), and ending December 31, 1997, payment shall be subject to the provisions of ORS 293.462 (payment of overdue account charges); the Department will pay to the Agency, by check(s), an amount not to exceed \$631,594.59, to be paid as follows:

a. For the period beginning January 1, 1997 and ending December 31, 1997 an amount not to exceed \$157,898.65 per calendar quarter. ORS requires the first payment to be made before January 1, 1997.

<u>Payment After Date</u>	<u>For Period Beginning and Ending</u>
December 31, 1996	January 1, 1997 March 31, 1997
April 1, 1997	April 1, 1997 June 30, 1997
July 1, 1997	July 1, 1997 September 30, 1997
October 1, 1997	October 1, 1997 December 31, 1997.

3. Agency shall not submit billings for, and Department will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before Agency performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. This Agreement will not be amended after the expiration date.

## SECTION C: PROVISIONS SPECIFIC TO THIS AGREEMENT

1. This agreement may only be amended by a written instrument signed by both parties.
2. This agreement may be terminated by mutual consent of both parties, or by either party upon 90 days written notice to the other party, delivered personally or by certified mail.
3. The Agency shall defend, save, and hold harmless the State of Oregon, the Department of Human Resources, the Division and their officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Agency or its subcontractors, agents or employees under this agreement.

MEETING DATE: ~~MAR 11 1997~~ MAR 20 1997

AGENDA #:

ESTIMATED START TIME: ~~10:30~~ 9:30am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: 1996 Dedicated Fund Review Report

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: March 13, 1997

AMOUNT OF TIME NEEDED: 5min

DEPARTMENT: CIC

DIVISION: Non-departmental

CONTACT: Kathleen Todd

TELEPHONE #: 22438

BLDG/ROOM #: 412/215/CIC

PERSON(S) MAKING PRESENTATION: Jack Pessia, Chair, Central CBAC

#### ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

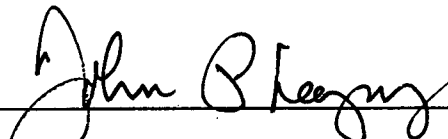
1996 Dedicated Fund Review

#### SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT  
MANAGER: \_\_\_\_\_



BOARD OF  
COUNTY COMMISSIONERS  
97 MAR -4 AM 11:51  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

I. Purpose

To describe the information needed by the Board of County Commissioners for items submitted for agenda placement. Multnomah County Administrative Procedures #BCC-1 and #BCC-2 describe how to place items on the board agenda and how to format ordinances, resolutions, orders and proclamations. The following is the procedure for preparing staff reports to accompany each agenda item.

II. Preparation of Staff Reports

Staff reports are to be consistent with the following example. If one of the items is not applicable, do not leave it out, simply list as N/A. This report is a supplement to the Agenda Placement Form, it is not a substitute.

---

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Kathleen Todd

TODAY'S DATE: 2/28/97

REQUESTED PLACEMENT DATE: \_\_\_\_\_

RE: 1996 Dedicated Fund Review Report  
(Descriptive title using appropriate dates and wording such as Public Hearing, Resolution, Ordinance, etc.)

I. Recommendation/Action Requested: Information only.

(Concise listing of recommendation/action requested.)

II. Background/Analysis: Annual Report of the Dedicated Funds by the Central CBAC.

(Explanation of the item. This section should be as detailed as necessary to provide the BCC with the information it needs to make a decision. Why does this item have to go to the Board? What has the Board already seen about this issue?)

III. Financial Impact: NONE

(Revenue/Expenditure? Address current and long term issues. Is it going to result in a budget modification? If so, what is the timeline? If it is a budget modification, what caused the need for change? Has the budget office been consulted? Detailed explanation.)



IV. Legal Issues: NONE

(What are the legal issues? How do you know? Cite ORS, ordinance or administrative procedure if appropriate.)

V. Controversial Issues: NONE

(Policy/Political)

VI. Link to Current County Policies: Per Resolution 88-86

(Consistent/Changes Needed)

VII. Citizen Participation: Report of Citizen Committee

(What has been the degree of citizen involvement - Formal, i.e. task force or committee - Informal input? Do you anticipate citizen testimony at the board meeting?)

VIII. Other Government Participation: NONE

(Does it affect another jurisdiction/county department? Do they know about it?)



# Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

February 21, 1997

To: Chair Beverly Stein  
Commissioner Tanya Collier  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

From: Jack Pessia, Chair  
Central Citizen Budget Advisory Committee

Re: 1996 Dedicated Fund Review Report

The Central Citizen Budget Advisory Committee presents its Report for your review as directed by Resolution 88-86 adopted May 26, 1988.

This year's Report was prepared by interested citizens and volunteers from Multnomah County Citizen Budget Advisory Committees and the Central Citizen Budget Advisory Committee. Creating a more diverse group, a broader approach was designed to provide a wider participation. The Dedicated Fund Review Sub-Committee, chaired by Mr. Bob Boyer, prepared an interview schedule and questions in advance. This minimized Department staff time commitment and predetermined what information would be needed as each fund representative met with the Committee. This approach worked well and minimized the time commitment of all.

The Dedicated Fund Review Sub-Committee clearly feels there are fine programs that the County should take pride in. It also feels the County should take steps to ensure that these successful programs are publicized as demonstrations of how County dollars are used effectively. The Central Citizen Budget Advisory Committee fully supports these findings. As was requested in the last review of these funds, emphasis should continue to be placed on preventative programs related to justice services and alternative programs in the jails and community corrections.

A significant enhancement to program assessment will come from the compilation of success rate information for drug/alcohol treatment programs. It is the Committee's

hope the recent increases in MIS Administration and Field Services staffing will resolve the long-standing need for more assessment information.

In order to stretch available funding for these programs, the Central Citizen Budget Advisory Committee strongly recommends that not only the Department of Community Corrections, the Sheriff's Office, and the District Attorney's Office, but also County Departments as a whole look into linking up with Portland State's Capstone Program. Undergraduates and a supervising professor would be available to tackle problems and offer recommendations and technical assistance in exchange for the opportunity to fulfill graduation requirements.

Finally, the Committee continues to desire direct feedback on their comments and the recommendations contained in the Report. Feedback and reactions from either the Board or Department level greatly assist the Committee in providing more effective fund reports. Your efforts to help complete this communication loop are greatly appreciated.

CC: Elyse Clawson, Department of Juvenile and Adult Community Justice  
Sheriff Dan Noelle  
Gary Blackmer, Auditor  
Michael Schrunk, District Attorney  
CIC  
file

**CENTRAL CITIZEN BUDGET ADVISORY  
COMMITTEE**

**DEDICATED FUND  
REVIEW  
1996**

**Department of Community Corrections  
District Attorney's Office  
Sheriff's Office**

**Multnomah County Citizen Involvement Committee  
2115 SE Morrison Street - Portland, Oregon 97214  
(503) 248-3450**

## **Central Citizen Budget Advisory Committee**

Jack Pessia - Chair  
M'Lou Christ - DES CBAC  
John Carter - DCC CBAC  
Bill Davis - H CBAC  
Shane Endicott - JJ CBAC  
Susan Hathaway-Marxer - Library CBAC  
Barbara Lentz - ND CBAC  
Doug Montgomery - CFS CBAC  
Vera Robbins - Sheriff CBAC  
Jim Robison - DSS CBAC  
Dick Wegner - DA CBAC

## **Dedicated Fund Review Sub-Committee**

Bob Boyer - Chair  
John Carter - DCC CBAC  
M'Lou Christ - DES CBAC  
Scott Ellertson  
Charlotte Olson  
Charlsie Sprague - DES CBAC  
Jack Pessia - Central CBAC

## **Dedicated Fund Review 1996**

The Central Citizen Budget Advisory Committee has reviewed the dedicated funds of the Multnomah County Department of Justice Services, Sheriff, and District Attorney as directed by resolution 88-86 adopted May 26, 1988.

The resolution provides that these funds be reviewed by the Central Citizen Budget Advisory Committee (CBAC) every four years to determine if the purpose for which the fund is dedicated is being met, whether the level of funds is reasonable for the purpose, and whether the need for the fund has increased or decreased.

The Central CBAC has reviewed the following funds for 1996:

- Jail Levy Fund 169 (Separate reviews of the Department of Community Corrections and Sheriff's Office portions of this fund were conducted)
- Inmate Welfare Fund 168
- Justice Services Special Operations Fund 180
  - Criminal Fees 6150
  - Alarm Permit Fees 4124
  - Concealed Handgun Permit Fees 3150
  - Marriage License and Conciliation Fees 3021 & 4850
  - Forfeiture Fund 6150 (Separate reviews of the Department of Community Corrections and District Attorney's Office portions of this fund were conducted)
- Emergency Communication Fund 151
- Public Safety Sinking Fund 228
- Justice Bond Project Fund 230

### **Methodology**

The fund review was assigned to the Dedicated Fund Review Sub-Committee (DFR) made up of volunteers from Multnomah County Citizen Budget Advisory Committees (CBACs) and interested citizens. The DFR Sub-Committee met with Pete Vandyke, Jackie Jamison, Warren Cook, Brian Martinek, Mary Ann Inglesby, Bart Whalen, and Laura Harryman from the Sheriff's Office; Tom Simpson from the District Attorney's Office; Diane

Smith, Tichenor McBride, and Hugh McIsaac from the Department of Community Corrections to discuss financial and program information pertaining to each of the funds.

The findings and recommendations were reviewed and endorsed by the Central Citizen Budget Advisory Committee.

### **General findings:**

The Central CBAC found the funds to be well managed. The funds are acceptable and no major changes are required currently. The Multnomah County personnel interviewed were both knowledgeable of the funds and able to explain details.

### **General recommendations:**

Emphasis should continue to be placed on preventive criminal justice programs, as well as alternative programs in the areas of jails and community corrections.

For many of the funds reviewed, it appeared that a portion of the fund was intended to be spent on specific crime prevention programs such as drug and alcohol rehabilitation, continuing education, and job skill programs. We recommend that the portion of these funds earmarked for these programs continue to be tracked to assure that they are spent on the appropriate programs.

In order to stretch available funding for these programs, the Central CBAC strongly recommends that not only the Department of Community Corrections, the Sheriff's Office, and the District Attorney's Office, but also County Departments as a whole look into linking up with Portland State's Capstone Program. Undergraduates and a supervising professor would be available to tackle problems and offer recommendations and technical assistance in exchange for the opportunity to fulfill graduation requirements.

The Central CBAC recommends that more emphasis be placed on publicizing the success and value of programs within the justice system.

## **Specific recommendations:**

### **Jail Levy Fund 169 (Department of Community Corrections)**

Jail Serial Levy was established by the voters in 1989, 1993 and 1996 for the operation of the Inverness Jail and for alcohol and drug treatment beds.

The portion of the levy, approximately \$1.75 million, allocated to the Department of Community Corrections for drug and alcohol treatment programs is used to contract with the Volunteers of America for operation of residential treatment centers for men and women.

### **Findings:**

The Central CBAC is very impressed with the program and considers it an important alternative to incarceration.

### **Recommendations:**

1. The County should develop information on the success rate for this program and link that information to the need for continued funding of the program. The value and benefits of the program should be related to the cost of the program which is about half what beds in a correctional facility cost the County.
2. The Central CBAC looks forward to the results that may be provided from the 9.0 FTE MIS Administration and Field Services. This will enhance evaluation efforts on the heels of the elimination of the Program Development and Evaluation Unit.
3. A continuing, stable source of revenue for this program should be developed rather than depending on levy renewals.
4. The department should return to the prior arrangement of assigning two parole officers to the clients of this program. These officers would supervise the clients and follow their progress after release, as well as maintaining contact with the program staff.
5. Parenting classes are not only recommended for female clients but male clients as well.



### **Jail Levy Fund 169 (Sheriff's Office)**

The Jail Serial Levy was established by the voters on November 7, 1989 and renewed in May of 1993 May of 1996 for the operation of the Inverness Jail and for alcohol and drug treatment programs.

#### **Findings:**

Approximately 16 million is allocated to the Sheriff's Office from the current Levy for the FY 96/97 operation of Inverness Jail.

#### **Recommendations:**

1. A continuing, stable source of revenue for this program should be developed rather than depending on levy renewals.
2. The Central CBAC looks forward to the results of the staffing level study which is due out by January of 1997. If necessary the staff should be increased to an appropriate level to eliminate overtime expenses and reduce associated risks to inmates, corrections personnel, and the public.
3. Video arraignments should continue to be used to the maximum extent possible in order to keep transportation costs down.
4. Staff should continue to develop programs that provide offenders with the education and skills to reintegrate back into the community successfully.

### **Inmate Welfare Fund 168**

The Inmate Welfare Fund was established by the Board of County Commissioners by Ordinance on September 22, 1988, to account for the purchase and sale of commissary items to inmates of County correctional facilities.

#### **Findings:**

Items are sold at current retail market value. The profit provides for essential items for indigent inmates and for recreational and educational items for the inmate population. An Inmate Welfare Committee made up of various corrections personnel oversees purchases. The addition of pay phones has increased the revenue in the fund. This fund will continue to increase as more and more offenders are added to the system.

**Recommendations:**

1. Inmate input should continue to be sought in the selection of commissary items and equipment purchased with these funds.
2. Staff should look for ways to publicize the positive outcomes of the various programs that Corrections runs for the offenders.
3. Profit from the fund should continue to be used for essential items for indigent offenders and for recreational and educational items for the inmate population such as the continued maintenance and periodic upgrades of the computer system.
4. The DRF Committee suggests that the use of "Welfare" in the name of this fund has a negative feeling. A name change to the Commissary Fund would add a more positive note.

**Justice Services Special Operations Fund 180**

This fund was established in the 1993-94 budget to account for revenues previously placed in the General Fund that are dedicated to Justice Services in the Community Corrections Department, the District Attorney's Office, and the Sheriff's Office.

**Findings:**

This fund accounts for probation fees, criminal processing assessment fees, conciliation court fees and marriage license fees for the Community Corrections Department. This fund accounts for revenues received from forfeitures and video lottery for the District Attorney's Office. This fund also accounts for the Sheriff's Office revenues received from forfeitures, alarm permits, concealed handgun permits, gun ordinance fees and liquor license fees collected for civil processing inspection.

This fund appears to be properly managed.

The Central CBAC chose several of the funds contained within the Justice Services Special Operations Fund 180 to review in detail.

## **Specific recommendations:**

### **Criminal Fees 6150**

Criminal fees assessed by the state courts are collected by the court system and transferred to the County. The County's intergovernmental agreement gives 15% to the General Fund of each jurisdiction.

#### **Findings:**

In Multnomah County these funds are used by the Department of Community Corrections for the (1) Women's Transitional Services program which provides drug and alcohol intervention and treatment and case management to pregnant, drug -addicted female offenders and their children, and (2) the Pre-Trial Release Supervision Program which provides intensive non-custody supervision for those individuals the Court feels cannot comply with recognizance release.

#### **Recommendations:**

1. Continue funding the Women's Transition Unit to enhance drug and alcohol intervention and treatment and case management programs.
2. Continue funding the Pre-Trial Release Program.

### **Alarm Control Fund 4124**

The Alarm Control Fund is established by the Board of County Commissioners through ordinance. This fund comes from permit fees for home and business burglary alarm permits and from false alarm fines.

#### **Findings:**

The fund is used to operate the alarm permit office and the "profit" is allocated to the general funds of the seven participating jurisdictions. Policy is made by a consortium of the involved jurisdictions, while the program is administered by the Sheriff's Office.

#### **Recommendations:**

1. The County should pursue shifting the cost of the education component to the alarm companies in the private sector.

2. The County should educate the public on the success and value of the program, especially in the area of decreasing false alarms and saving police time and resources.
3. The Central CBAC supports a raise in fees for this program as requested by the Alarm Ordinance Task Force. The added revenue should be returned to the various jurisdictions to off-set the costs of police response to alarms.
4. The program should explore changes in the latest computer technology and examine possible enhancements to the current system as recommended in the 1992 review.

### **Concealed Handgun Permit Fees 3150**

The Concealed Handgun Fund was established by the Board of County Commissioners in response to 1990-91 legislation regulating gun purchase and concealed weapons permits.

#### **Findings:**

This fund collects fees from persons wanting to purchase a handgun, take training, or have a concealed weapon permit. Fees are used to pay the cost of the program. Revenue is on a 4 year cycle that matches renewals. This cycle accounts for shortfalls matching the renewal cycle. There are 14,000 handgun permits in this County. There are no medical limitations on receiving a license.

#### **Recommendations:**

1. Accounting for the background investigation and the permit fee should be conducted separately so that the County can determine if the actual costs of each operation are covered by the fees as recommended in the 1992 Dedicated Fund Review. If it is determined that the fees do not cover costs than the fees should be increased.
2. The Central CBAC recommends that as a cost-saving measure there not be a uniformed officer working with this program unless mandated by Ordinance. A civilian could perform the supervisory function, freeing up a uniformed officer's time to perform other duties.
3. Because there are no medical limitations contained in the original handgun statute, safety concerns need to be addressed in the form of an

amendment. A change in the language should read "denial of license if it is physically impossible to operate a handgun safely".

4. In order to correct the need to dip into the General Fund every four years due to the renewal cycle, the Central CBAC recommends that renewals be on a 2 year cycle.
5. Tuition for the County Safety Class should be at the same rate as comparable classes in the private sector.

#### **Marriage License Fees 3021**

#### **Conciliation Court Fees 4850**

The Conciliation Fund, which provides for Family Services, receives funds from the marriage license and divorce filing fees to provide family counseling and recommendations to the court on child custody and support.

#### **Findings:**

This program is supervised by the presiding judge of the Court of Domestic Relations and is accounted for in the Department of Community Corrections. The staff are County employees.

#### **Recommendations:**

1. Continue parent education requirement and fees.
2. Increase publicity of Parent Education and related programs.

#### **Forfeiture Fund 6150**

These funds account for the revenue derived from the sale of goods seized under federal and state statutes that allow seizure of property that has been used for criminal purpose or was purchased with funds from criminal activity.

#### **Findings:**

According to Multnomah County Ordinance 633, half of the revenue is returned to the seizing agency, 35% goes to the District Attorney for prosecution costs, and 15% is distributed to the General Fund of the seizing jurisdiction.

Federal Law requires the revenue be used to enhance the seizing agency's budget, not for replacement. The state law allows expenditures for justice/law enforcement programs.

This fund has internal controls in place and is audited regularly.

**Recommendations:**

1. Continue the use of "Legal Claims Against Forfeiture" account of \$250,000 as carry-over account in the District Attorney's Office.
2. More funds need to be used for drug and alcohol treatment. There is a need to start looking to the private sector for additional monies.
3. The Central CBAC congratulates both the Sheriff's and District Attorney's Offices on their efforts and recommends that these efforts be continued and increased.

**Emergency Communication Fund: Fund 151**

This fund consists of telephone excise taxes collected by the State and distributed to the local jurisdictions. This revenue is based on the number of residents in the unincorporated areas of the County.

**Findings:**

The revenue is used, as required by state statute, to help pay for "911" calls, ambulance dispatch, and Sheriff patrol dispatch costs. The County contracts by "letter of understanding" with the City of Portland for this service.

Only 1/3 of the County's costs are covered by this fund. Continuing needs are met with large supplements from the General Fund.

**Recommendations:**

The Central CBAC recommends that the County should continue to contract with the City of Portland while examining the possibility of organizing a Chapter 190 program as stated in the 1992 review.

**Public Safety Bond Sinking Fund 228**

This fund accounts for the retirement of General Obligation Bonds approved in May 1996 to expand Inverness Jail, construct new jail facilities, upgrade

other jail facilities, and pay for major data processing linkages in the Corrections system. Proceeds are derived from property taxes. The fund was created in the 1996-97 Adopted Budget.

**Findings:**

This fund does appear in the FY 96/97 Adopted Budget. The Central CBAC did not review due to no activity in the fund.

**Justice Bond Project Fund 230**

This fund accounts for projects to expand Inverness Jail, construct new jail facilities, upgrade other jail facilities, and pay for major data processing linkages in the Corrections system. Proceeds are derived from the sale of General Obligation Bonds approved by voters May 21, 1996. The fund was created in the 1996-97 Adopted Budget.

**Findings:**

This fund does appear in the FY 96/97 Adopted Budget. The Central CBAC did not review due to no activity in the fund.

MEETING DATE: MAR 20 1997  
AGENDA #: R-3  
ESTIMATED START TIME: 9:45 am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Transfer of CareOregon, a Div. of Multnomah County Health Dept., to CareOregon, Inc.

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: 3/20/97  
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Health DIVISION: CareOregon

CONTACT: MaryLou Hennrich TELEPHONE #: 306-5889  
BLDG/ROOM #: 161, 2<sup>nd</sup> floor

PERSON(S) MAKING PRESENTATION: Mary Lou Hennrich

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

3/24/97 copies to Marylou Hennrich, Billi Odegaard & Katie Gaetjens

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT MANAGER: Billi Odegaard

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 13 PM 1:38  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



421 SW Fifth, 2nd Floor  
Portland, Oregon 97204  
(503) 306-5900 Voice  
(503) 306-5899 Fax

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 18 PM 3:31  
MULTNOMAH COUNTY  
OREGON

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Mary L. Hennrich, CareOregon Administrator

DATE: March 18, 1997

PLACEMENT DATE: March 20, 1997

RE: TRANSFER OF CAREOREGON, a Division of Multnomah County Health  
Department to CAREOREGON, INC.

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**I. Recommendation/Action Requested:**

Approve attached Board Resolution which accomplishes the following:

- ◆ transfers, in accordance with Attachment E and its Exhibits, responsibility for CareOregon, an assumed business name of Multnomah County, to CareOregon, Inc. on April 1, 1997;
- ◆ delegates authority to the Chair of the Board of County Commissioners to execute the final legal documents necessary to complete the transfer.

**II. Background/Analysis:**

From its inception, Multnomah County d/b/a CareOregon has been a collaborative venture of Multnomah County Health Department, Oregon Health Sciences University, Clackamas County Public Health Division and the Oregon Primary Care Association. Multnomah County has served as CareOregon's administrative "home," by allowing it to be a Division of Multnomah County's Health Department. It was established as a separate Enterprise Fund and has had no County General Fund resources. The policy direction has been provided by the CareOregon Advisory Board, made up of equal representation from the collaborating organizations.

There was interest, from the beginning, in forming an autonomous private non-profit organization to administer CareOregon. There were, however, severe time restrictions at the time the Oregon Health Plan was funded by the Oregon Legislature in August, 1993 and mandated plan implementation on February 1, 1994. This required one of the sponsoring partners to assume administrative responsibility for the new organization.

**Page 2**  
**BCC Agenda Briefing**  
**Staff Report Supplement**

was agreed by the partners and Multnomah County that the County would be the best choice until such time as CareOregon had the ability to "spin-off."

Ongoing discussion and analysis of strategies to assure the long-term viability of CareOregon has occurred over the past two years with the Advisory Board, Board of County Commissioners and Health Department management. Consultants have advised that long term survival of a managed care organization in Portland's health care marketplace requires a base membership of 50,000+ members. CareOregon currently has a monthly enrollment of 26,000 and needs to pursue strategies which will allow it to at least double in size over the next two to three years.

Many potential growth strategies would be difficult or actually impossible to accomplish due to legal restrictions on CareOregon as a unit of local government. An example of this type of restriction would be the inability of Multnomah County d/b/a CareOregon to obtain a State Insurance License required to serve any *other* members not covered by the State's Oregon Health Plan. State law prohibits state or local government from receiving an insurance license. Other options, such as partnering or joint venturing with other health plans serving Oregon Health Plan enrollees would also be difficult and/or have restricted options while CareOregon is a part of local government.

All the collaborating partners, including Multnomah County, agree that continuation of the administrative functions performed by CareOregon are essential to the long term survivability of vital health services to a very vulnerable population. The monthly capitation rate paid by the state to CareOregon is divided between primary care providers (one half of all CareOregon members choose Multnomah County Primary Care Clinics as their primary care provider); referral specialists and ancillary service providers (x-ray, lab, pharmacy); and hospital and other institutional or in-home providers (Skilled nursing facilities; home-health; hospice). This arrangement allows the maximum amount of Medicaid payments to reach the providers making appropriate services available to the members. These revenues are approximately 25% of the operating revenues necessary to fund the Health Department Primary Care Clinics.

The BCC has been briefed several times over the past two years, both individually and as a group, about these complex strategic issues. They approved moving forward with the details necessary to smoothly spin-off CareOregon from the County to an appropriate non-profit organization which assures ongoing partnership between the original sponsors. It has taken more than a year of careful planning and work to complete the many organizational, financial, personnel and legal issues in a way acceptable to all the parties, including the State Medicaid Agency (OMAP).

**Page 3**  
**BCC Agenda Briefing**  
**Staff Report Supplement**

The many legal details are specified in the attached TRANSFER AGREEMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT, PERSONNEL SERVICES CONTRACT, Local 88 and ONA Contract Amendments, and Space Lease Agreement. Also included for the Board's information are CareOregon, Inc. By Laws and Articles of Incorporation. These documents are in essentially final form and have been drafted and reviewed by all the parties involved, especially, Multnomah County Counsel, Katie Gaetjens. Due to the complex nature of the transactions there may be some minor wording and grammatical modifications to these documents, but there will be no substantial content changes. We request that the Board delegate final approval and signature authority on the final documents prior to April 1st to the Board Chair, Beverly Stein.

**III. *Financial Impact:***

As is specified in the TRANSFER AGREEMENT, all financial liabilities and assets will be transferred from the County to CareOregon, Inc. CareOregon, Inc. will pay for all medical claims incurred by CareOregon members prior to the transfer from the funds transferred to CareOregon, Inc. from the CareOregon Enterprise Fund. A small amount of money will be retained by the County until all administrative costs incurred, but not yet billed or paid, are paid in full. Any funds remaining in this account will be transferred to CareOregon, Inc. no later than December 31, 1997. The County has agreed to continue to invest CareOregon, Inc.'s working capital as part of the local government investment pool for a reasonable fee. The specifics of the financial transfer transactions were agreed upon by the County's Finance Division, Health Department Business Services Division, County's Office of Risk Management, County Counsel and CareOregon fiscal staff.

Permanent County personnel will be allowed to remain County employees for a period not to exceed two years from the official spin-off date, April 1, 1997. If and when any of these employees resigns from Multnomah County, the County will transfer the monetary equivalent for their accrued sick and vacation time to CareOregon, Inc. The details of the PERSONNEL AGREEMENT and Union Contract Amendments were negotiated between the County, represented by Ken Upton, Director of Employee Relations, Katie Gaetjens, County Counsel, Jim Younger, Business Representative, AFSCME, Local 88 and Michael Alexander, ONA Business Representative.

**IV. *Legal Issues:***

The many legal issues have been negotiated in good faith with Katie Gaetjens, County Counsel, representing the interests of Multnomah County and independent counsel,

**BCC Agenda Briefing  
Staff Report Supplement**

Joyce Bernheim, from Miller-Nash and Eileen Drake, from Stoel-Rives, representing the interests of CareOregon, Inc. The resulting agreements have been documented in the attached contracts and legal documents. These documents are also being reviewed by the State Assistant Attorney General, representing OMAP's interests and requirements.

**V. *Controversial Issues:***

None at this time.

**VI. *Link to Current County Policies:***

Supports County policy that government should assist in developing innovations and entrepreneurial ventures which support the basic service mission of the County. The County should not continue to directly administer programs and services which can more appropriately be assumed by the private sector as long as the original program mission and vision are insured. The CareOregon spin-off is an excellent example of local government fulfilling this leadership role and now supporting the agreed upon strategy which will ensure CareOregon's viability and growth in the future.

**VII. *Citizen Participation:***

CareOregon has a Member Advisory Board which has been involved in discussions regarding potential spin-off. The Health Department's Community Health Council has also been involved in the on-going discussions and planning.

**VII. *Other Government Participation:***

Clackamas County Public Health Division and Oregon Health Sciences University (a public corporation) have been intimately involved with all details of this spin-off. Both entities have participated on the CareOregon Advisory Board and will serve as members of the CareOregon, Inc. Board of Directors.

1                               BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2   FOR MULTNOMAH COUNTY

3       Transfer of CareOregon, a Division of the  
4       Multnomah County Health Department, to  
5       CareOregon, Inc.

RESOLUTION  
97-50

6  
7  
8  
9       WHEREAS, by Resolution 93-384, December 9, 1993, Multnomah County assumed  
10      responsibility for CareOregon, to become a provider of health care services under The Oregon  
11      Health Plan, and

12      WHEREAS, CareOregon, a consortium of the Multnomah County Health Department,  
13      Oregon Health Sciences University, Clackamas County and The Oregon Primary Care  
14      Association, has successfully provided health care services to approximately 25,000 Medicaid  
15      enrollees per month in the past three years and fulfilled its original purpose of providing managed  
16      health care services in a public health context, and

17      WHEREAS, CareOregon's Advisory Board has determined that CareOregon can more  
18      effectively continue to fulfill its mission to serve the unserved and underserved population in need  
19      of health care services throughout the county and state if it becomes an independent, non-profit  
20      corporation, and

21      WHEREAS, CareOregon has been incorporated by the State of Oregon under ORS  
22      Chapter 65 in accordance with the Articles of Incorporation and By-laws attached as Attachments  
23      A and B, and

24      WHEREAS, CareOregon, the Oregon Nurses Association and Multnomah County  
25      Employee Union, Local 88, AFSCME, AFL-CIO have reached agreement regarding the  
26      employment status of any employees affected by this transition, in accordance with the  
27      agreements attached hereto, in Attachments C and D, and

28      WHEREAS, Multnomah County believes that continued access to quality health care  
29      services is critical to the welfare of Multnomah County residents as well as citizens throughout  
30      Oregon.

31      THEREFORE, IT IS RESOLVED that Multnomah County, in accordance with the terms of  
32      a Transfer Agreement substantially in the form attached hereto as Attachment E and its Exhibits,  
33      transfers its responsibility for CareOregon, formerly an assumed business name of Multnomah  
34      County, to CareOregon, Inc., effective upon April 1, 1997, and

1 THEREFORE, IT IS FURTHER RESOLVED that the Board of County Commissioners  
2 delegates to the Chair of the Board the authority to execute the final form of any of the documents  
3 attached to this Resolution as Exhibits and any additional documents hereafter deemed  
4 necessary to complete this transfer.

5 APPROVED this 20th day of March, 1997.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

11 REVIEWED:  
12 SANDRA N. DUFFY, ACTING COUNTY COUNSEL  
13 FOR MULTNOMAH COUNTY, OREGON

14 By   
Katie Gaetjens, Assistant County Counsel

15  
16  
17  
18 H:\data\adv\Gaetjens\104CareOregon

**RESTATED  
ARTICLES OF INCORPORATION  
OF  
CAREOREGON, INC.**

**(Oregon Nonprofit Public Benefit Corporation; No Members)**

Pursuant to the provisions of the Oregon Nonprofit Corporation Act, the following Restated Articles of Incorporation are adopted:

**ARTICLE I**

**NAME AND DURATION**

The name of the corporation is CareOregon, Inc., and its duration shall be perpetual.

**ARTICLE II**

**TYPE OF CORPORATION**

This corporation is a public benefit corporation.

**ARTICLE III**

**PURPOSES**

This corporation is organized and operated exclusively for charitable, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding provision of any future federal income tax laws (the "Code").

The specific and primary purpose of the corporation shall be to provide comprehensive personal health care services and resources to persons covered under Title XIX of the Social Security Act (Medicaid) in connection with the Oregon Health Plan program administered by the Oregon Department of Human Resources, Office of Medical Assistance Programs ("OMAP").

**1 - RESTATED ARTICLES OF INCORPORATION  
OF CARE OREGON, INC.**

C:\wp7a\CARE-OR.RAI; March 5, 1997

The services and resources shall be made available without regard to race, color, creed, sex or national origin, and the corporation shall further extend its services to the economically disadvantaged and medically underserved population as described above.

The corporation shall place special emphasis on preventative medicine and primary care case management for the purpose of increasing access to quality, cost-effective health care.

Subject to the restrictions set forth in these Articles, the corporation may engage in any lawful activity for which nonprofit corporations may be organized under ORS Chapter 65.

#### **ARTICLE IV**

##### **PROHIBITED TRANSACTIONS**

Notwithstanding any other provision in these Articles, this corporation shall engage only in activities which are permitted to be engaged in by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, by a corporation to which contributions are deductible under Section 170(c)(2) of the Code, and by a public charity described in Section 509(a)(1), (2) or (3) of the Code.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, officers or other private individuals, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

#### **ARTICLE V**

##### **NO MEMBERS**

The corporation shall have no members.



## **ARTICLE VI**

### **INITIAL REGISTERED OFFICE AND AGENT**

The name and address of the registered agent and office are: Mary Lou Hennrich, 421 S.W. 5th, 2nd Flr., Portland, OR 97204.

## **ARTICLE VII**

### **MANAGEMENT AND DIRECTORS**

The affairs of the corporation shall be managed by a Board of Directors as provided by law, these Articles of Incorporation, and the Bylaws of the corporation.

The number of voting directors constituting the initial board of directors of the corporation shall be nine (9), and their manner of election shall be as provided in the Bylaws of the corporation.

## **ARTICLE VIII**

### **DISTRIBUTION OF ASSETS ON DISSOLUTION**

Upon the dissolution or liquidation of the corporation, the assets of the corporation shall be applied and distributed consistent with the requirements of ORS 65.637, or any successor statute, and as follows:

(a) All liabilities and obligations of the corporation shall be paid, satisfied and discharged or adequate provision shall be made therefor;

(b) Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of dissolution, shall be returned, transferred or conveyed in accordance with such requirements; and

(c) Any remaining assets shall be distributed to the following organizations in amounts as determined by the Board of Directors, as long as such organizations or their successors are tax exempt under Section 501(c)(3) of the Code or are the federal government or a state or local government, and such distributions are for a public purpose:

i. Oregon Health Sciences University, a state governmental entity operating as a public corporation;

**3 - RESTATED ARTICLES OF INCORPORATION  
OF CARE OREGON, INC.**

C:\wp7a\CARE-OR.RAI; March 5, 1997

ii. Multnomah County, Oregon Health Department, a political subdivision of the State of Oregon;

iii. Oregon Primary Care Association, an Oregon nonprofit, public benefit charitable corporation;

iv. Clackamas County, Oregon Public Health Division, a political subdivision of the State of Oregon; and/or

v. Any other organization or organizations which are tax exempt under Section 501(c)(3) of the Code, or are the federal government, or a state or local government, for a public purpose.

(d) Any such assets not so disposed of shall be disposed of by the Multnomah County Circuit Court, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## **ARTICLE IX**

### **ELIMINATION OR LIMITATION OF LIABILITY**

No director or uncompensated officer shall be personally liable to the corporation for monetary damages for conduct as a director or officer; provided, however, that a director or uncompensated officer shall remain liable for:

1. Any breach of the director's or officer's duty of loyalty to the corporation;
2. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
3. Any unlawful distribution;
4. Any transaction from which the director or officer derived an improper personal benefit; and
5. Any act or omission in violation of ORS 65.361 to ORS 65.367 of the Oregon Nonprofit Corporation Act (pertaining to director conflicts of interest, loans to or guarantees for directors and officers, and unlawful distributions).

The civil liability of directors, officers, and executive board members shall be limited to the fullest extent permitted under the Oregon Nonprofit Corporation Act.

## **4 - RESTATED ARTICLES OF INCORPORATION OF CARE OREGON, INC.**

C:\wp7\1\CARE-OR-RAI; March 5, 1997

## **ARTICLE X**

### **PRINCIPAL OFFICE ADDRESS**

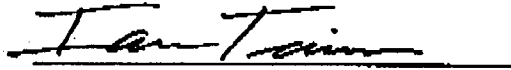
The principal office address of the corporation is: 421 S.W. 5th Ave., 2nd Floor, Portland, Oregon 97204.

## **ARTICLE XI**

### **BYLAWS**

This corporation may prescribe, in its Bylaws, any provisions for the regulation and management of its affairs not inconsistent with law or with these Articles. Any amendment of these Articles of Incorporation or the Bylaws shall require the affirmative vote of two-thirds (2/3) of the Board of Directors then in office, at a meeting at which a quorum of three-fourths (3/4) of the directors are present.

The undersigned, being of the age of 18 years or more, declares under penalties of perjury that he has examined the foregoing Restated Articles of Incorporation and to the best of his knowledge and belief, they are true, correct and complete.



Ian Timm  
Chairperson of the Board

Person to contact about this filing:

Peter F. Stoloff  
121 S.W. Morrison, Suite 600  
Portland, Oregon 97204  
Telephone: (503) 224-4664

**5 - RESTATED ARTICLES OF INCORPORATION  
OF CARE OREGON, INC.**

C:\wp7a\CARE-OR.RAI; March 3, 1997

**BYLAWS**  
**OF**  
**CAREOREGON, INC.**

**ARTICLE I**  
**PURPOSES AND POWERS**

The purpose for which the corporation is formed shall be as provided in its articles of incorporation.

**ARTICLE II**  
**NAME, OFFICES AND SEALS**

2.1 Name. The name of this corporation shall be CareOregon, Inc. ("corporation"), which shall be a nonprofit, public benefit, nonmembership corporation organized under ORS Chapter 65 and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future federal income tax laws.

2.2 Offices. The principal office for the transaction of the business of the corporation shall be in Portland, State of Oregon. The corporation also may have another office or offices within or without the State of Oregon as the Board of Directors may from time to time establish.

2.3 Seal. A corporate seal is not required on any instrument executed for the corporation. If a corporate seal is used, it shall have inscribed thereon the words "CareOregon, Inc."

**ARTICLE III**  
**NO MEMBERSHIP**

The corporation shall have no members.

## ARTICLE IV

### **BOARD OF DIRECTORS**

4.1 Powers. Subject to any limitation in the articles of incorporation, these bylaws and Oregon law, all powers of the corporation shall be exercised by and under authority of the Board of Directors and the business and affairs of the corporation shall be managed under the direction of the Board of Directors.

4.2 Number of Directors; No Specific Qualifications. The initial Board of Directors of the corporation shall consist of nine (9) persons, and thereafter the authorized number of directors of the corporation shall consist of a minimum of nine (9) persons and a maximum of twenty-one (21) persons, each of whom shall have the right to one vote on all matters. The Chief Executive Officer and the Medical Director of the corporation shall be ex-officio, non-voting members of the Board of Directors. There shall be no specific qualifications for nominees to the Board of Directors, except that in no event shall more than 20% of the Board of Directors consist of physicians having any past or present financial interest in the corporation or providing professional services to or for the corporation for compensation from the corporation.

4.3 Nomination of Directors. At least thirty (30) days prior to the first annual meeting (or at a special meeting held in lieu thereof), the Board of Directors (or a nominating committee designated by the Directors) shall obtain from the following organizations a written list of the names of the following number of persons who are nominees for directorships to be filled at the first annual meeting:

Oregon Health Sciences University: three (3) nominees  
Multnomah County, Oregon Health Department: three (3) nominees  
Oregon Primary Care Association: two (2) nominees  
Clackamas County, Oregon Public Health Division: one (1) nominee

4.4 Election. The persons so nominated shall be elected at the first annual meeting by the Board of Directors, or at any special meeting held in lieu thereof, except that if the Board of Directors rejects a nominee, the organization which nominated such person shall nominate another person for election by the Board of Directors.

4.5 Term; Staggered Terms. The directors shall serve for a term of three (3) years, or until his/her successor is elected or he/she dies, is disqualified, resigns or is removed. There shall be no term limits. Such three year terms shall be staggered so that approximately one-third of the total number of directors then in office shall be elected at each annual meeting or special meeting held in lieu thereof. The directors shall hold office until the next annual meeting at which they are regularly elected or at a special meeting held in lieu thereof and until their respective successors are

chosen and qualified. The director positions may be drawn by lot or numbered in order to accomplish the staggered terms.

4.6 Nomination and Composition of Board of Directors. Notwithstanding anything to the contrary in these Bylaws, at all times the Board of Directors shall be nominated by, and shall consist of representatives of, the following organizations according to the following ratios:

Oregon Health Sciences University: 1/3 of the directors  
Multnomah County, Oregon Health Department: 1/3 of the directors  
Oregon Primary Care Association: 2/9 of the directors  
Clackamas County, Oregon Public Health Division: 1/9 of the directors

4.7 Quorum and Manner of Acting. A majority of the directors in office immediately before the meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, the articles of incorporation or these bylaws. The Board Chair shall have the right to vote on all matters.

4.8 Supermajority Board Decisions. The following decisions of the Board of Directors shall require the vote of at least two-thirds (2/3) of the authorized number of directors of the corporation for approval:

- 4.8.1 Any change in the Mission/Values Statement of the corporation;
- 4.8.2 Any and all mergers, acquisitions, or reorganizations by the corporation;
- 4.8.3 Any and all acquisitions and/or transfers of assets by the corporation except acquisitions and/or transfers in the ordinary course of business;
- 4.8.4 Any and all amendments of the articles of incorporation or bylaws;
- 4.8.5 Any voluntary dissolution of the corporation;
- 4.8.6 Employment and termination of employment of the Chief Executive Officer of the corporation;
- 4.8.7 Removal of any director;
- 4.8.8 Appointment, election, and specification of the duties of the Executive Committee; and

4.8.9 Establishing salaries, if any, of any one or more officers as provided in Section 5.13.

4.9 Resignations. Any director may resign at any time by giving written notice to the Chief Executive Officer, the Board Chair, or the Board of Directors. The notice shall set forth the effective date of the resignation. If the resignation is effective at a future time, a successor shall be nominated by the organization which nominated such resigning director and the Board of Directors shall elect such nominee or another nominee from such organization. Resignation as a director of the corporation also shall constitute a resignation as a member of all committees of the Board of Directors.

4.10 Vacancies. All vacancies among the directors shall be filled by nomination from the organization which originally nominated such vacant director position, and the Board of Directors shall elect such nominee or another nominee from such organization. Each director elected to fill a vacancy shall hold office until the expiration of the term of the replaced director.

4.11 Removal. All or any number of the directors may be removed, for cause by a supermajority vote of the Board of Directors as provided in Section 4.8.7. Cause shall include, but not be limited to, the following: conviction in a court of law of a criminal offense involving a felony or a misdemeanor involving moral turpitude, conduct which brings or threatens discredit to the reputation of the corporation, breach of the director's duty of loyalty to the corporation, and acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law. In the event that any one or more of the directors shall be so removed, new directors shall be elected by the Board of Directors from among nominees by the organization which nominated the removed director, and such person shall fill the unexpired term or terms of the director(s) so removed. Removal as a director of the corporation shall also constitute removal as a member of all committees of the Board of Directors.

4.12 Place of Meetings. All meetings of the Board of Directors shall be held at the principal office of the corporation or at such other place as may be designated for that purpose from time to time by the Board of Directors.

4.13 Annual Meeting. The annual meeting of the Board of Directors shall be held each February in the State of Oregon at a time and place to be determined by the Board of Directors.

4.14 Regular Meetings. The Board of Directors shall hold regular meetings at least quarterly at such times and places as may be designated by the Board of Directors. No notice of any regular meeting of the Board of Directors need be given if it has so fixed the time and place of such meetings.

4.15 Special Meetings. Special meetings of the Board of Directors may be called for any purpose at any time by the Chief Executive Officer, the Board Chair, the Executive Committee, if any, or any three (3) directors.

4.16 Notice of, and Waiver of Notice for, Special Directors' Meetings. Unless the articles of incorporation provide for a longer or shorter period, notice of any special directors' meeting shall be given at least two days before the meeting either orally or in writing. If notice is given by facsimile, the notice is effective upon receipt of the facsimile. If mailed, notice of any director meeting shall be deemed to be effective at the earlier of:

4.16.1 When received;

4.16.2 Five days after deposited in the United States mail, addressed to the director's business office, with postage thereon prepaid; or

4.16.3 The date shown on the return receipt if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the director.

Any director may at any time waive notice of any meeting. Except as provided in the next sentence, the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business and at the beginning of the meeting (or promptly upon the director's arrival) objects to holding the meeting or transacting business at the meeting, and does not thereafter vote for or assent to action taken at the meeting. Unless required by the articles of incorporation, neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except that no motion to remove a director shall be presented unless it was specified in the notice or waiver of notice of such meeting.

4.17 Participation in Meetings by Conference Telephone. Directors may participate in a meeting of the Board of Directors through the use of conference telephone or other similar communications as long as all directors participating in such meeting can simultaneously hear one another. A director's participation in a meeting in accordance with this Section 4.17 shall constitute that director's presence in person at such meeting for all purposes, including determining whether a quorum exists.

A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless:

4.17.1 The director objects at the beginning of the meeting (or promptly upon the director's arrival) to holding it or transacting business at the meeting;

## 5 - BYLAWS OF CAREOREGON, INC.



4.17.2 The director's dissent or abstention from the action taken is entered in the minutes of the meeting; or

4.17.3 The director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

4.18 Directors' Action Without a Meeting. Unless the articles of incorporation provide otherwise, any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if all the directors take the action, each one signs a written consent (which may include one transmitted by facsimile) describing the action taken, and the contents are filed with the records of the corporation. Action taken by consent is effective when the last director signs the consent, unless the consent specifies a different effective date. A signed consent has the effect of a meeting vote and may be so described in any document.

4.19 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

4.20 Directors' Compensation. By resolution of the Board of Directors, each director may be paid actual expenses, if any, of attendance at each meeting of the Board of Directors or performing a director's duties. Such payment shall not preclude any director from serving the corporation in any other approved capacity and receiving approved compensation therefor.

4.21 Duties of Directors. Each director shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director reasonably believes to be in the corporation's best interests even if such interests of the corporation do not constitute the best interests of the entity which nominated the director. Directors serve in their individual capacities and not in the capacity of any office or position they may hold with the entity which nominated the director. Therefore, the acts of the directors do not constitute the acts of the entity with whom the director holds the office or position, and that entity may not direct the director on how to vote or otherwise take action as a director of this corporation.

## ARTICLE V

### **OFFICERS OF THE BOARD AND THE CORPORATION**

5.1 Officers of the Board. The officers of the Board shall be the Board Chair, the Treasurer, and the Secretary, and such other officers of the Board as the Board of Directors shall from time to time deem advisable. Each officer of the Board shall be a member of the Board of Directors at the time of his or her election and during his or her term of office. The Treasurer shall be the chair of the Finance Committee. The Secretary shall act on behalf of the Board Chair when the Board Chair is not present.

5.2 Officers of the Corporation. The officers of the corporation shall be a Chief Executive Officer, and such other officers of the corporation as the Board of Directors shall from time to time deem advisable. Officers of the corporation are not required to be members of the Board of Directors, except that the Chief Executive Officer shall be a non-voting ex-officio member of the Board of Directors.

5.3 Election, Term, Resignation, Removal, Vacancy.

5.3.1 The Board Chair, Treasurer, and Secretary shall be elected for one year terms by the Board of Directors at its annual meeting from officer nominations from the Board of Directors. There shall be no term limits and no automatic progression through officer positions.

5.3.2 Each officer of the Board and officer of the corporation shall hold office at the pleasure of the Board (but removal shall not affect the rights, if any, of any officer under any contract of employment) and until his or her successor shall be elected and shall have qualified.

5.3.3 The resignation or removal of any officer shall automatically terminate his or her position as an officer. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled for the unexpired term at any meeting of the Board of Directors.

5.4 Subordinate Officers. The Board of Directors may elect or authorize the appointment of officers other than those mentioned above as the business of the corporation may require, each of whom shall hold office for such period, and shall have such authority and perform such duties as the Board of Directors may from time to time prescribe.

5.5 Board Chair. The Board Chair shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may from time to time be assigned by the Board of Directors.

5.6 Chief Executive Officer. Subject to the powers which may be given by the Board of Directors to the Board Chair, the Chief Executive Officer of the corporation shall preside at all meetings of the Board of Directors in the absence of the Board Chair and the Secretary. Subject to the control of the Board of Directors, the Chief Executive Officer shall have general supervision, direction and control of the business and affairs of the corporation. He/she shall be an advisory member of all the committees of the Board of Directors and shall have the general powers and duties of management usually vested in the office of President of a corporation as well as such other powers and duties as may be prescribed by the Board of Directors and these bylaws. The Chief Executive Officer shall provide regular written reports to Board of Directors on the activities of the corporation and shall provide quarterly financial reports and annual audited financial reports to the Board of Directors.

5.7 Secretary. The Secretary shall act on behalf of the Board Chair when the Board Chair is not present. In addition, the Secretary shall keep or cause to be kept, at the principal office of the corporation, the original or a copy of the articles of incorporation and bylaws, as amended. The Secretary also shall keep or cause to be kept a book of minutes at the principal office, or at such other place as the Board of Directors may order, of all meetings of the directors. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors required by these bylaws or law, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these bylaws.

5.8 Treasurer. The Treasurer shall be the chair of the Finance Committee, and shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receivables, payables, profits and losses. The books of account shall at all times be open to inspection by any director. The Treasurer shall use such depositories as may be designated by the Board of Directors. He/she shall disburse or cause to be disbursed the funds of the corporation as ordered by the Board of Directors, render to the Chief Executive Officer and the directors, whenever they shall request it, an account of all of his/her transactions as Treasurer and the financial condition of the corporation, take proper vouchers for all disbursements of the funds of the corporation and have such other powers and perform such other duties as may be prescribed by the Board of Directors and these bylaws.

5.9 Medical Director. The Chief Executive Officer shall recommend for appointment a Medical Director with input from the Board of Directors, and the Board of Directors shall approve or reject such recommendation. The Medical Director shall report to and may be removed by the Chief Executive Officer. The Medical Director shall be an ex-officio, non-voting member of the Board of Directors.

5.10 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the Chief Executive Officer, or the Board Chair. Any such resignation shall take

effect on the date of receipt of such notice or any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.11 Removal. Any officer elected or appointed may be removed, with or without cause, by the Board of Directors whenever in their judgment the best interests of the corporation will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

5.12 Vacancies. Any vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis. Should a vacancy occur in any office, the Board of Directors may delegate the powers and duties of such office to any officer or director until such time as a successor officer has been elected or appointed.

5.13 Salaries. The Board of Directors shall, by supermajority vote, determine from time to time the salaries, if any, of any one or more of the officers. An officer shall not be prohibited from receiving a salary because he/she is also a director of the corporation.

## ARTICLE VI

### **COMMITTEES**

6.1 Committees Generally. The Board of Directors may establish such committees as it deems appropriate or necessary and shall define the duties of such committees. Members of all committees shall serve at the pleasure of the Board of Directors. No committee may exercise authority of the Board with respect to:

- (a) the authorization of distributions;
- (b) approval of dissolution, merger, or the sale, pledge or transfer of all or substantially all of the corporation's assets;
- (c) election, appointment or removal of directors or filling vacancies on the board or on any of its committees;
- (d) adoption, amendment or repeal of the articles of incorporation or bylaws;
- (e) fixing compensation of directors; and

(f) any matter requiring a supermajority vote of the Board of Directors, as provided in Section 4.8.

The establishment of any such committee and the delegation of authority to it shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law.

6.2 The Board of Directors shall have the power to prescribe the manner in which proceedings of any committee shall be conducted. In the absence of any such prescription, each committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless these bylaws, the Board of Directors or a committee shall otherwise provide, the regular and special meetings and other actions of the committee shall be governed by the provisions of Article IV of these bylaws applicable to meetings and actions of the Board of Directors. Each committee shall keep regular minutes of its proceedings and shall report them to the Board of Directors.

6.3 Executive Committee. The Board of Directors may, in its sole discretion, establish an Executive Committee of at least three (3) directors. To the extent authorized by the Board of Directors, and consistent with the articles of incorporation, these bylaws, and the Oregon Nonprofit Corporation Act, the Executive Committee may conduct business as representatives of the Board of Directors.

6.4 Standing Committees and Council. There shall be at a minimum the following five (5) Standing Committees and Council: a Finance Committee, Utilization Review Committee, Quality Improvement Committee, and Credentials Committee; and Member Advisory Council. Members of Standing Committees may be compensated for actual expenses as determined by the Board of Directors.

6.4.1 Finance Committee. The Finance Committee shall make recommendations to the Board for the overall sound financial operation of the corporation, including recommendations on finance and contracts. The duties of this Committee may be changed from time to time by the Board of Directors, who shall have the authority to assign duties deemed appropriate for action by this Committee. The duties of the Finance Committee shall include, but not be limited to, the following:

(i) Conduct a periodic review of the fee schedule and/or compensation methodologies for physician and hospital services and the methodology for establishing such schedule and provide recommendations to the Board of Directors on such matters.

(ii) Review utilization projections established to determine allocation of premium dollars based upon actuarial assumptions and utilization experiences, and recommend approval or rejection of projections to the Board.

(iii) Review and make recommendations to the Board of Directors in regard to fee and billing disputes with providers.

(iv) Review and recommend for approval to the Board of Directors an annual operating budget to include medical services costs, administrative costs, and capital purchases.

(v) Other duties as identified and delegated by the Board of Directors. The Finance Committee may call employees or other persons before it if needed in order to assist the committee to perform its duties.

6.4.2 Utilization Review Committee. The Utilization Review Committee shall review claims data to identify and analyze trends in utilization and develop policies and systems to support the cost effective provision of services by primary care and all other providers. Utilization trends will be reported regularly to the Board of Directors and the Finance Committee.

6.4.3 Quality Improvement. The Quality Improvement Committee is responsible for monitoring and improving the overall quality of service and care provided to CareOregon, Inc. members, including access to care, patient satisfaction, outcomes of care, and compliance with government regulations. The Committee will meet monthly and provide regular reports to the Board of Directors.

6.4.4 Credentials Committee. The Credentials Committee shall consider applications of providers to enter into provider agreements with the corporation. The Credentials Committee shall evaluate applicants according to guidelines adopted by the Board of Directors and shall make recommendations regarding acceptance or rejection of applicants to the Board of Directors. All data, including written reports, notes, and records originating in or provided to the Credentials Committee in connection with the grant, denial, restriction or termination of membership as a participating provider is a privileged communication in accordance with ORS 41.675.

6.4.5 Member Advisory Council. The Member Advisory Council is a citizen advisory group for CareOregon, Inc. whose purposes are to: (i) strengthen member participation in their health care; (ii) collaborate with CareOregon, Inc. staff to make sure that CareOregon, Inc. services attend to the holistic needs of each member; (iii) work with CareOregon, Inc. staff to be responsive to the needs of culturally diverse population and the special needs of each individual; and (iv) identify issues and areas of improvement in member access to and responsiveness of CareOregon, Inc. services. Activities of the Member Advisory Council shall be reported periodically to the Board of Directors as part of management's regular reports.

6.5 Appointment; Term of Office. Except for the chair of the Finance Committee, who shall be the Treasurer, the Board Chair shall appoint the chair of each committee, who shall be a director, and the committee chair shall in turn appoint the committee members. All committee appointments shall be subject to confirmation by the Board of Directors, and shall serve at the pleasure of the Board of Directors. Subject to the immediately preceding sentence, each member of a committee shall serve until the next annual election of directors or until his/her successor is appointed, or until he or she otherwise ceases to qualify as a member of the committee. If a committee chair or member of a committee is unavailable, disqualified, or otherwise unable to perform his duties on a temporary basis or with respect to a particular issue, the Board Chair, committee chair, or committee member, as applicable, may designate another person to temporarily perform those duties.

6.6 Vacancies. Vacancies on any committee shall be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

6.7 Meetings; Quorum. Each committee shall meet as often as necessary to perform its duties. A majority of the members of each committee shall constitute a quorum for such committee. The act of a majority of the members at a meeting at which a quorum is present shall be the act of the committee.

6.8 Qualifications. No more than 20% of the members of any committee shall consist of physicians having any past or present financial interest in the corporation or providing professional services to or for the corporation for compensation from the corporation, except that this restriction shall not apply to any committees that have authority over the clinical aspects of the corporation's activities.

## ARTICLE VII

### **GENERAL PROVISIONS**

7.1 Checks, Drafts, etc. All checks, drafts and other orders for payment of money, notes and other evidences of indebtedness issued in the name of or payable to the corporation and any and all securities owned or held by the corporation requiring signatures for transfer, shall be signed or endorsed by such persons and in such manner as from time to time shall be determined by the Board of Directors.

7.2 Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument, and any assignment or endorsement thereof executed or entered into between the corporation and any other entity, when signed by two authorized agents, shall be valid and binding on the corporation in the absence of actual knowledge on the part of the signing agents that he/she had no authority to

execute the same. Unless so authorized by the Board of Directors in writing, no other person shall have any power or authority to legally bind the corporation.

7.3 Fiscal Year. The fiscal year of the corporation shall be January 1 through December 31.

7.4 Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

7.5 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

7.6 Severability. Any determination that any provision of these bylaws is for any reason inapplicable, invalid, illegal, or otherwise ineffective shall not affect or invalidate any other provision of these bylaws.

## ARTICLE VIII

### INDEMNIFICATION

8.1 Indemnification of Directors. Unless otherwise provided in the articles of incorporation, the corporation shall indemnify any individual made a party to a proceeding because the individual is or was a director of the corporation, against liability incurred in the proceeding, but only if the corporation has authorized the payment in accordance with ORS 65.404 and a determination has been made in accordance with the procedures set forth in ORS 65.404 that the director met the standards of conduct in Sections 8.1.1 to 8.1.3.

8.1.1 Standard of Conduct. The individual shall demonstrate that:

- (1) The individual conducted himself or herself in good faith; and
- (2) The individual reasonably believed that the individual's conduct was in the best interests of the corporation, or at least not opposed to its best interests; and
- (3) In the case of any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

8.1.2 No Indemnification Permitted in Certain Circumstances. The corporation shall not indemnify a director under this Section 8.1:



(1) In connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; and

(2) In connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director.

8.1.3 Indemnification in Derivative Actions Limited. Indemnification permitted under this Section 8.1 in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

8.1.4 Mandatory Indemnification. In addition, unless limited by the articles of incorporation, the corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because of being a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

8.2 Advance for Expenses of Directors. Unless otherwise provided in the articles of incorporation, the corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding, if:

8.2.1 The director furnishes the corporation a written affirmation of the director's good faith belief that the director has met the standard of conduct described in Section 8.1;

8.2.2 The director furnishes the corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct (which undertaking must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment); and

8.2.3 A determination is made that the facts then known to those making the determination would not preclude indemnification under Section 8.1 or ORS 65.387-65.414.

8.3 Indemnification of Officers, Agents, and Employees Who Are Not Directors.

Unless otherwise provided in the articles of incorporation, the Board of Directors may indemnify and advance expenses to any officer, employee, or agent of the corporation, who is not a director of the corporation, to any extent consistent with public policy, as determined by the general or specific action of the Board of Directors.

8.4 Insurance. The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer or employee of the

corporation, or a fiduciary with respect to any employee benefit plan of the corporation, or is or was serving at the request of the corporation as a director, officer or employee, or a fiduciary of an employee benefit plan, of another corporation, or as its representative in a partnership, joint venture, trust, or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

## **ARTICLE IX**

### **CONFLICTS OF INTEREST**

#### **9.1 Director and Officer Conflicts of Interest.**

9.1.1 A contract or other transaction between the corporation and one or more of its directors or officers or any other entity in which one or more of the corporation's directors or officers are directors, officers or members or are financially interested is valid notwithstanding such relationship or interest or because any such director or officer is present at the meeting of the Board of Directors or a committee of the Board which authorizes, approves or ratifies such contract or transaction or because his/her votes are counted for such purpose, if any of the following applies:

(a) The material facts of the transaction and the director's or officer's relationship or interest are disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of those interested directors.

(b) The contract or transaction is fair and reasonable to the corporation at the time the contract or transaction is authorized, approved or ratified in the light of circumstances known to those entitled to vote on the matter at that time.

9.1.2 Only disinterested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors, which authorizes, approves or ratifies such a contract or transaction.

9.2 **Conflict of Interest Policy.** The Board of Directors shall adopt a policy regarding transactions between the corporation and interested persons. For purposes of this Section 9.2, "interested persons" mean officers or directors of the corporation.

9.3 **Conflict of Interest Statement.** Upon appointment to the Board of Directors, and upon appointment of each officer, each such director and officer shall be required to execute a "Conflict of Interest Statement", affirming the director's or officer's commitment to act in the best interest of the corporation and abide by its conflict of interest and director and officer transaction policies, as set forth within the Statement. Such Statement shall also identify any contracts or

transactions to which the director or officer is or will become a party to, that are or could be construed to be in conflict with the interests of the corporation, and shall be updated as required by the Board of Directors. Each director and officer shall immediately report to the corporation in writing any state of facts which are, or might be construed to be, in conflict with the interests of the corporation.

## **ARTICLE X**

### **RULES OF ORDER**

Meetings of the Board of Directors and all committees shall be conducted according to the most recent edition of Roberts Rules of Order.

## **ARTICLE XI**

### **DISSOLUTION**

Upon the dissolution or liquidation of the corporation, the assets of the corporation shall be distributed according to the articles of incorporation.

## **ARTICLE XII**

### **AMENDMENTS**

These bylaws or any part thereof may be amended or repealed and new bylaws may be adopted only by affirmative vote of two-thirds (2/3) of the Board of Directors then in office, at a meeting at which a quorum of three-fourths (3/4) of the directors are present.

## **CERTIFICATE OF SECRETARY**

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of CareOregon, Inc., an Oregon nonprofit, public benefit corporation; and

2. That the foregoing bylaws, consisting of \_\_\_\_ pages constitute the bylaws of the corporation as duly adopted by the Board of Directors.

IN WITNESS WHEREOF, I have executed this Certificate as of this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Secretary

## CONTRACT AMENDMENT

### I. Parties

The parties to this contract amendment are Multnomah County, Oregon (hereinafter "the County") and the Oregon Nurses Association (ONA) (hereinafter "the Association").

### II. Recitals

WHEREAS, CareOregon, a fully capitated health care provider providing primary health care services under the terms of the Oregon Health Plan, currently is a Division of the Department of Health; and

WHEREAS, there are substantial advantages for CareOregon to become a private non-profit corporation, and this transition is planned for on or about April 1997; and

WHEREAS, the parties are signatory to the 1994-1998 Agreement, ("the Agreement"); and

WHEREAS, the parties are jointly desirous of providing a transition plan for CareOregon and its staff which would maximize employee security and minimize disruption to the operations of CareOregon;

NOW, therefore the parties agree as follows:

The Agreement is amended to add Addendum M, as follows:

#### "Addendum M. Transition of CareOregon to Private Non-Profit Status

It is understood by the parties that in the event that CareOregon, Inc. a new private non-profit corporation, is incorporated as the successor to CareOregon, a Division of the Multnomah County Health Department, that there will be a personnel agreement between Multnomah County and CareOregon, Inc., which will provide for continuation of personnel services by Multnomah County to CareOregon, Inc. Employees hired by CareOregon, Inc. subsequent to the transition, to include any County employees resigning under Section 3 below, will be employees of CareOregon, Inc., and subject exclusively to the wages, hours and working conditions of that corporation. Employees of Multnomah County represented by the Association, including probationary employees, who remain in the same classification, will remain County employees and will continue to be governed by all the terms of the Agreement or its successor, including the terms for wages, fringe benefits, hours and working conditions, except for the following special provisions:

1. It is recognized that employees may be subject to the immediate supervision of CareOregon, Inc. managers and supervisors, and that this supervision shall be functionally the same as for County supervision except that any letter of discipline must be co-signed by a County employee supervisor or manager, and any grievance response similarly co-signed. Nothing shall preclude, however, issuance of discipline by the appropriate County manager or supervisor without a CareOregon, Inc. co-signature.
2. Unless terminated prior to its normal expiration date, effective on or about April 1999 the personnel services agreement between Multnomah County and CareOregon will expire, and each employee will be required six months prior to the date of this expiration to sign an irrevocable option to continue employment with Multnomah County or become an employee of CareOregon, Inc.
  - (a) In the event that the employee opts to remain with Multnomah County, he/she will be afforded an opportunity to be interviewed by representatives of the Employee Services Division to explore pre-layoff transfer options. Notwithstanding these special efforts, the provisions of Article 13, Seniority and Layoff, will fully apply.

- (b) In the event that an employee opts to transfer to CareOregon, Inc. that opting is irrevocable unless a job is not available for the employee at the time of transfer, in which event the employee will be subject to layoff in accordance with the provisions of Article 13.
  - (c) In the event of a termination of the personnel services agreement prior to April 1999, employees may be subject to layoff in accordance with the provisions of Article 13.
3. As new vacancies arise for whatever reason at CareOregon, Inc. they shall be filled exclusively by CareOregon, Inc. employees. Nothing shall preclude employees governed by this Agreement from applying for and being appointed, upon resignation from the County, to any such vacancy. Additionally, an employee may with the consent of CareOregon, Inc. resign from the County and take his or her current position as a CareOregon, Inc. employee.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

OREGON NURSES ASSOCIATION

MULTNOMAH COUNTY, OREGON CHAIR

BY \_\_\_\_\_

BY \_\_\_\_\_  
County Chair

BY \_\_\_\_\_

BY \_\_\_\_\_

NEGOTIATED BY:

\_\_\_\_\_  
Michael Alexander  
Council Representative  
AFSCME Council 75

\_\_\_\_\_  
Kenneth Upton  
Labor Relations Manager  
Multnomah County, Oregon

REVIEWED:

\_\_\_\_\_  
Sandra Duffy  
Acting County Counsel  
Multnomah County, Oregon

By \_\_\_\_\_

## CONTRACT AMENDMENT

### I. Parties

The parties to this contract amendment are Multnomah County, Oregon (hereinafter "the County") and Multnomah County Employee Union, Local 88, AFSCME, AFL-CIO (hereinafter "the Union").

### II. Recitals

WHEREAS, CareOregon, a fully capitated health care provider providing primary health care services under the terms of the Oregon Health Plan, currently is a Division of the Department of Health; and

WHEREAS, there are substantial advantages for CareOregon to become a private non-profit corporation, and this transition is planned for on or about April 1997; and

WHEREAS, the parties are signatory to the 1992-1995 Agreement, as amended December 7, 1994 and extended through June 30, 1998 ("the Agreement"); and

WHEREAS, the parties are jointly desirous of providing a transition plan for CareOregon and its staff which would maximize employee security and minimize disruption to the operations of CareOregon;

NOW, therefore the parties agree as follows:

Addendum E, "Premium Pay and Other Special Provisions," Section C., "Department of Health Services," of the Agreement is amended to add Subsection 5, as follows:

#### "5. Transition of CareOregon to Private Non-Profit Status

It is understood by the parties that in the event that CareOregon, Inc. a new private non-profit corporation, is incorporated as the successor to CareOregon, a Division of the Multnomah County Health Department, that there will be a personnel agreement between Multnomah County and CareOregon, Inc., which will provide for continuation of personnel services by Multnomah County to CareOregon, Inc. Employees hired by CareOregon, Inc. subsequent to the transition, to include any County employees resigning under Section "c." below, will be employees of CareOregon, Inc., and subject exclusively to the wages, hours and working conditions of that corporation. Employees of Multnomah County represented by the Union, including probationary employees, who remain in the same classification, will remain County employees and will continue to be governed by all the terms of the Agreement or its successor, including the terms for wages, fringe benefits, hours and working conditions, except for the following special provisions:

- a. It is recognized that employees may be subject to the immediate supervision of CareOregon, Inc. managers and supervisors, and that this supervision shall be functionally the same as for County supervision except that any letter of discipline must be co-signed by a County employee supervisor or manager, and any grievance response similarly co-signed. Nothing shall preclude, however, issuance of discipline by the appropriate County manager or supervisor without a CareOregon, Inc. co-signature.
- b. Unless terminated prior to its normal expiration date, effective on or about April 1999 the personnel services agreement between Multnomah County and CareOregon will expire, and each employee will be required six months prior to the date of this expiration to sign an irrevocable option to continue employment with Multnomah County or become an employee of CareOregon, Inc.

- (1) In the event that the employee opts to remain with Multnomah County, he/she will be afforded an opportunity to be interviewed by representatives of the Employee Services Division to explore pre-layoff transfer options. Notwithstanding these special efforts, the provisions of Article 21, Seniority and Layoff, will fully apply.
- (2) In the event that an employee opts to transfer to CareOregon, Inc. that opting is irrevocable unless a job is not available for the employee at the time of transfer, in which event the employee will be subject to layoff in accordance with the provisions of Article 21.
- (3) In the event of a termination of the personnel services agreement prior to April 1999, employees may be subject to layoff in accordance with the provisions of Article 21.

c. As new vacancies arise for whatever reason at CareOregon, Inc. they shall be filled exclusively by CareOregon, Inc. employees. Nothing shall preclude employees governed by this Agreement from applying for and being appointed, upon resignation from the County, to any such vacancy. Additionally, an employee may with the consent of CareOregon, Inc. resign from the County and take his or her current position as a CareOregon, Inc. employee.

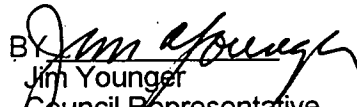
IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_  
\_\_\_\_, 199\_\_.

MULTNOMAH COUNTY EMPLOYEES  
UNION, LOCAL 88, AFSCME,  
AFL-CIO

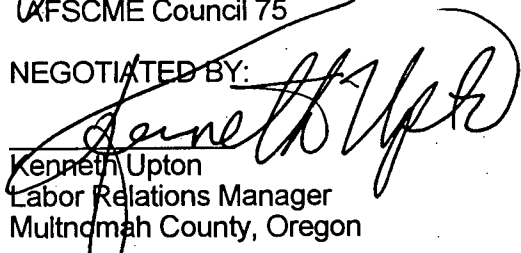
BY   
President

MULTNOMAH COUNTY, OREGON  
CHAIR

BY \_\_\_\_\_  
County Chair

BY   
Jim Younger  
Council Representative  
AFSCME Council 75

NEGOTIATED BY:

  
Kenneth Upton  
Labor Relations Manager  
Multnomah County, Oregon

REVIEWED:

\_\_\_\_\_  
Sandra Duffy  
Acting County Counsel  
Multnomah County, Oregon

By \_\_\_\_\_



**DRAFT**  
**MARCH 13, 1997**

## TRANSFER AGREEMENT

This TRANSFER AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of April, 1997, by and between Multnomah County, a home rule political subdivision of the State of Oregon ("County"), and CareOregon, Inc., ("CareOregon"), an Oregon nonprofit public benefit corporation.

### RECITALS

A. Multnomah County. Multnomah County is a home rule political subdivision organized and existing under the laws and constitution of the State of Oregon. Oregon Revised Statutes Section 203.010 authorizes County to transfer any program, including all the assets liabilities, and business operations of the program, to a private nonprofit corporation.

B. Multnomah County dba CareOregon, Inc.

(1) OHP Contract. Multnomah County operates a fully capitated health plan known as CareOregon ("Program"). Program is a contractor with the State of Oregon, Department of Human Resources, Oregon Medical Assistance Program ("OMAP"), providing certain health care services to OMAP members under the Oregon Health Plan ("OHP"), pursuant to the Oregon Health Plan Fully Capitated Health Plan Agreement #60669 dated October 1, 1996 (the "OHP Contract").

(2) Program Management. Since Program's inception in 1994, County has staffed and managed Program under the assumed business name "CareOregon."

C. CareOregon, Inc.

(1) Incorporation and Tax Status. CareOregon, Inc. is an Oregon nonprofit public benefit corporation and is seeking confirmation that it can maintain its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code while operating the Program.

(2) Purposes. CareOregon, Inc. is organized and operated exclusively for charitable, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding provision of any future federal income tax laws (the "Code").

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The specific and primary purpose of CareOregon, Inc. is to provide comprehensive personal health care services and resources to persons covered under Title XIX of the Social Security Act (Medicaid) in connection with the Oregon Health Plan program administered by OMAP.

CareOregon, Inc. intends to make these services and resources available without regard to race, color, creed, sex or national origin, and Care Oregon, Inc. intends to further extend its services to the economically disadvantaged and medically under served population as described above.

CareOregon, Inc. intends to place special emphasis on preventative medicine and primary care case management for the purpose of increasing access to quality, cost-effective health care.

(3) Current Operations. CareOregon, Inc. currently has no business operations other than in preparation for the transfer of Program described below.

(4) Purpose of Transfer Agreement. CareOregon, Inc. desires, as of April 1, 1997 (the "Transfer Date"), to provide comprehensive personal health care services as a contractor with OMAP under the OHP, to assume all the obligations of County under the OHP Contract under the terms and conditions of the Assignment and Assumption Agreement dated \_\_\_\_\_, 1997, a copy of which is attached hereto as Exhibit A and incorporated herein, and to perform all of the business operations of Program performed by County prior to the Transfer Date. Accordingly, this Agreement and the exhibits hereto provide for the terms and conditions of the transfer of assets, liabilities, employees, contracts, and program operations of Program from County to CareOregon, Inc. CareOregon, Inc. is assuming responsibility for the duties currently being provided by County to operate Program.

## **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

### **1. TRANSFER OF ASSETS; LIABILITIES.**

A. Assets Transferred. County agrees to transfer to CareOregon, Inc. and CareOregon, Inc. agrees to obtain from County on the terms and conditions set forth in this Agreement and subject to Section 2 below, all of the following assets, tangible and intangible, used by County in connection with the operation of the Program (the "Assets"), including, but not limited to:

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- (1) All equipment, supplies, books and records, and other personal property used by County in the operation of the Program and located, as of the Transfer Date, on the Premises (as defined in the Lease attached hereto as Exhibit C);
- (2) All rights in contracts entered into by County for Program (which shall be assigned in accordance with Section 5.A below), including but not limited to, the OHP Contract, the Administrative Service Agreement between County and BestChoice Administrator, Inc., dated effective February 1, 1994, as amended by Amendment No. 1 dated effective February 1, 1995, and by Amendment No. 2 dated July 27, 1995, the Intergovernmental Agreements between County and various Oregon counties, and the Agreement between County and University Hospital of the Oregon Health Services University dated June 30, 1995, all provider agreements for primary care, specialty care, and ancillary services, and all leases for office equipment;
- (3) All accounts receivable;
- (4) Subject to Section 8 below, cash, notes receivable, prepaid accounts, financial reserves, and interest income; and
- (5) The name "CareOregon, Inc." or any variation thereof and goodwill associated therewith.

B. Liabilities Assumed. County shall retain all obligations incurred prior to the Transfer Date of whatever kind and nature, except that CareOregon, Inc. shall accept and assume responsibility for:

- (1) payment of all accounts payable, including but not limited to all outstanding (a) medical services claims for medical services provided prior to the Transfer Date but not paid as of the Transfer Date, and (b) accounts payable for supplies ordered by County but not delivered as of the Transfer Date; and
- (2) all liabilities assumed by CareOregon, Inc. under the Assignment and Assumption Agreement attached hereto as Exhibit A.

**2. EXCLUDED ASSETS.**

Excluded from transfer under this Agreement are all telephones and related equipment used by County for the Program, which will be provided in accordance with Section 9.B below.

**3. TRANSFER OF BUSINESS OPERATIONS OF PROGRAM.**

Except as otherwise provided in this Agreement and the Exhibits attached hereto, as of the Transfer Date, County shall transfer to CareOregon, Inc. all the business operations of Program.

**4. CONSIDERATION.**

The transfer of the Assets under this Agreement shall be for valuable consideration, the adequacy of which is hereby acknowledged by the parties.

**5. ASSIGNMENT OF CONTRACTS.**

A. Existing Contracts. As of the Transfer Date, all contracts that County has entered into in connection with Program, including but not limited to those listed on Schedule 5.A, shall be assigned to CareOregon, Inc. The OHP Contract shall be assigned under the terms and conditions of the Assignment and Assumption Agreement attached hereto as Exhibit A. CareOregon, Inc. shall give all necessary notices and obtain all necessary consents to the assignment of such contracts.

B. Entering into Future Contracts. To the extent certain contracts are not assigned under Section 5.A, and for any renewals or extensions of contracts assigned under Section 5.A, as of the Transfer Date, CareOregon, Inc. shall be:

- (1) responsible for obtaining its own contracts with OMAP, Oregon Health Sciences University, Oregon and Washington Counties, providers of health care services, and any other parties necessary to continue the business operations of Program; and
- (2) required to obtain in its own name the following: space and equipment leases; general liability insurance; workers' compensation insurance for employees employed by CareOregon, Inc.; directors and officers insurance; and errors and omissions insurance.

**6. EMPLOYEES.**

As of the Transfer Date, specified County employees shall continue to perform the business operations of Program under the terms and conditions of the Personnel Services Agreement between County and CareOregon, Inc. dated \_\_\_\_\_, 1997, a copy of which is attached hereto as Exhibit B and incorporated herein.

**7. COLLECTION OF COUNTY'S ACCOUNTS RECEIVABLE.**

County shall have no rights to any accounts receivable of Program accrued [recognized?] as of the Transfer Date. Any accounts receivable accrued as of the Transfer Date that have not been collected on the Transfer Date shall be collected by CareOregon, Inc. in the ordinary course of business for the account of CareOregon, Inc.

**8. CASH AND RESERVE ACCOUNTS; INTEREST.**

As provided in Section 1, on the Transfer Date, County shall transfer the following to CareOregon, Inc.:

A. OMAP Reserves. \$255,000 of the current balance plus interest accrued thereon as of the Transfer Date of the OMAP Reserve Account, U. S. National Bank, Account No. 070-0003-551.

B. Cash Accounts. The amounts as of the Transfer Date in CareOregon's designated funds accounts within the County's general ledger (No. 390-1010 less the sum of Nos. 390-2700 and 390-2800) (the "Fund"), except for the amounts specified below to be retained by County for payment of expenses incurred by County in connection with the Program prior to the Transfer Date (the "Retention Account"), as follows:

- (1) For 30 days after the Transfer Date, \$1.1 million; and
- (2) From the 31st day after the Transfer Date through December 31, 1997, before the close of the County's general ledger for fiscal year 1997, (unless earlier deemed unnecessary by mutual agreement of the parties), \$100,000 of the amount retained in (1) above.

On the Transfer Date, the County shall remit to CareOregon, Inc. an estimated amount of the Fund of \$9.5 million (the "Estimate"). The difference between the amount of the Estimate and the amount of the Fund shall be remitted to the appropriate party as soon as the actual amount is determined. The County may retain any amount owed by CareOregon, Inc. for the adjustment of the Fund from the balance of the Retention Account. County shall remit any remaining balance in the Retention Account to CareOregon, Inc. on January 1,

1998. County shall use amounts in the Retention Account to pay health services claims and payroll charges incurred by and on behalf of Program by County. Payroll, invoices, and bills for goods and services incurred prior to the Transfer Date, and consistent with the existing CareOregon, Inc. fund budget shall be forwarded to the County for payment. County may use amounts in the Retention Account to pay other expenses only with the prior written approval of CareOregon, Inc. County shall pay CareOregon, Inc. interest on amounts in the Retention Account in accordance with Section 9.D below. It is agreed that should an expense incurred prior to the Transfer Date, or a revenue earned or received at any time be received after County remits the Retention Account to CareOregon, Inc., the County shall forward the expense or revenue to CareOregon, Inc. within 15 days of receipt of any such items and CareOregon, Inc. will be responsible to take appropriate action.

**9. COUNTY SERVICES.**

As of the Transfer Date, County shall provide the following to CareOregon, Inc.:

A. Lease of Program Space. Certain space currently occupied by Program in the real property owned by County and known as 421 S.W. Fifth Avenue, 2nd Floor, Portland, Oregon 97204 (the "Premises"), which County shall lease to CareOregon, Inc. under the terms and conditions of the Lease Agreement between County and CareOregon, Inc. dated \_\_\_\_\_, 1997, a copy of which is attached hereto as Exhibit C and incorporated herein.

B. Telephone Service. Telephone equipment and telephone service substantially equivalent to that provided to Program prior to the Transfer Date and any additional or upgraded telephone equipment or service requested by CareOregon, Inc. CareOregon, Inc. shall reimburse County its actual costs of providing the telephone equipment and service described in this Section 9.B.

C. Interoffice Mail. Interoffice mail service substantially equivalent to that used by Program prior to the Transfer Date. CareOregon, Inc. shall reimburse County its actual costs of providing the interoffice mail service described in this Section 9.C.

D. Investment Services. Investment services for surplus funds identified by CareOregon, Inc. in accordance with ORS ch 294 and the County Investment Policy, a copy of which is attached hereto as Exhibit D and incorporated herein. For any investment income earned on behalf of CareOregon, Inc., County will charge CareOregon, Inc. an administrative fee of one percent (1%) of the investment earnings attributable to CareOregon, Inc.'s surplus funds, which charge will be assessed monthly prior to the distribution of the earnings to CareOregon, Inc. County shall provide CareOregon, Inc. with investment reports on a monthly basis. CareOregon, Inc. shall give County at least one business day's

notice of requests for withdrawals of funds in amounts of \$1,000,000 or more. Either party may terminate the investment services described in this Section 9.D upon 30 days' written notice.

**10. AUDITS.**

County and CareOregon, Inc. shall cooperate and provide each other with documentation as necessary for the preparation of audits for the calendar years ending December, 1996, and 1997 and for the fiscal year ending June 30, 1997.

**11. COUNTY'S REPRESENTATIONS AND WARRANTIES.**

County represents and warrants to CareOregon, Inc. as follows:

A. Authorization. The execution, delivery, and performance of this Agreement, and any of the Exhibits hereto to which County is a party, have been duly approved by County, and this Agreement and any such Exhibits shall upon their execution constitute valid and binding agreements of County enforceable in accordance with their terms.

B. Financial Statements. County has delivered to CareOregon, Inc. a balance sheet for Program's fiscal year ended June 30, 1996, and a balance sheet for the period ending February 28, 1997. These balance sheets were prepared in accordance with the books and records of Program and County and are true, correct, and complete in all material respects. Since the close of Program's and County's last fiscal year and the date hereof, there has been no material adverse change in the financial condition of Program.

C. Litigation or Liabilities. County has no knowledge of any claim, litigation, proceeding, or investigation pending or threatened against County that might result in any material adverse change in the business or condition of the Assets being conveyed under this Agreement; and there are no liabilities of County that shall be the responsibility of CareOregon, Inc. except as expressly provided herein.

D. Title to Assets; Contracts. Except for the liabilities assumed by CareOregon, Inc. pursuant to Section 1.B, County holds good and marketable title to the Assets, free and clear of liens, pledges, charges, or encumbrances. All material contracts, leases, and other agreements of County have been disclosed to CareOregon, Inc. or its representatives.

E. Accuracy of Representations and Warranties. None of the representations or warranties of County in this Section 11 contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make such representations or warranties not materially misleading.

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**12. REPRESENTATIONS OF CAREOREGON, INC.**

CareOregon, Inc. represents and warrants to County as follows:

A. Corporate Existence. CareOregon, Inc. is and on the Transfer Date will be a nonprofit public benefit corporation duly organized and validly existing under the laws of the state of Oregon. CareOregon, Inc. has all requisite corporate power and authority to enter into this Agreement, and any of the Exhibits hereto to which it is a party and perform its obligations thereunder.

B. Authorization. The execution, delivery, and performance of this Agreement, and any of the Exhibits hereto to which CareOregon, Inc. is a party, have been duly authorized and approved by the board of directors of CareOregon, Inc., and this Agreement and any such Exhibits shall upon their execution constitute valid and binding agreements of CareOregon, Inc., enforceable in accordance with their terms.

C. Accuracy of Representations and Warranties. None of the representations or warranties of CareOregon, Inc. in this Section 12 contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

**13. COVENANTS OF COUNTY AND PROGRAM.**

A. County's Operation of Business of Program Prior to Closing. Between the date of this Agreement and the Transfer Date, County will (a) use its reasonable best efforts to conduct the business of Program in a reasonable and prudent manner in the usual and ordinary course, consistent with past practice; (b) not enter into any transaction outside of the ordinary course of business, and not enter into any material contract extending beyond the Transfer Date; (c) preserve its existing business organization and relations with its employees, customers, suppliers, and others with whom it has a business relationship; (d) except as otherwise provided herein, obtain consents from all third parties who must be notified of the transfer or whose consent is required to the transfer including the County Board of Commissioners; and (e) include in any contracts entered into by County a provision explicitly permitting assignment of the contract to CareOregon, Inc.

B. Change of Name. On or before the Transfer Date, County will take all action necessary or appropriate to permit CareOregon, Inc. to legally commence use of CareOregon, Inc.'s name on the Transfer Date.

C. Conditions and Best Efforts. County will use its best efforts to effectuate the transactions contemplated by this Agreement and the Exhibits hereto and to fulfill all the conditions of the obligations of County under this Agreement and such Exhibits, and will do



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all acts and things as may be required to carry out its obligations under this Agreement and such Exhibits and to consummate and complete this Agreement and such Exhibits in a timely manner.

D. Confidential Information. If for any reason the transfer of Assets contemplated by this Agreement is not closed, to the extent permitted by the Oregon public records law, ORS 192.410 to 192.505, County will not disclose to third parties any information designated as confidential by CareOregon, Inc. and received from CareOregon, Inc. in the course of investigating, negotiating, and performing the transactions contemplated by this Agreement and the Exhibits hereto.

#### **14. COVENANTS OF CAREOREGON, INC.**

A. Conditions and Best Efforts. CareOregon, Inc. will use its best efforts to effectuate the transactions contemplated by this Agreement and the Exhibits hereto and to fulfill all the conditions of the obligations of CareOregon, Inc. under this Agreement and such Exhibits, and shall do all acts and things as may be required to carry out its obligations under this Agreement and such Exhibits and to consummate and complete this Agreement and such Exhibits in a timely manner.

B. Confidential Information. If for any reason the transfer of Assets contemplated by this Agreement is not closed, CareOregon, Inc. will not disclose to third parties any information designated as confidential by County and received from County in the course of investigating, negotiating, and performing the transactions contemplated by this Agreement and the Exhibits hereto.

#### **15. CONDITIONS PRECEDENT TO CAREOREGON INC.'S OBLIGATIONS.**

The obligation of CareOregon, Inc. to consummate the transactions contemplated by this Agreement is subject to the fulfillment, before or at the Transfer Date, of each of the following conditions, any one or portion of which may be waived in writing by CareOregon, Inc.

A. Representations, Warranties, and Covenants of County and Program. All representations and warranties made in this Agreement by County and Program shall be true as of the Transfer Date as fully as though such representations and warranties had been made on and as of the Transfer Date, and, as of the Transfer Date, neither County nor program shall have violated or shall have failed to perform in accordance with any covenant contained in this Agreement.

B. Conditions of the Business. There shall have been no material adverse change in the manner of operation of the business of Program before the Transfer Date.

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C. No Suits or Actions. As of the Transfer Date, no suit, action, or other proceeding shall have been threatened or instituted to restrain, enjoin, or otherwise prevent the consummation of this Agreement or the contemplated transactions.

D. Authorizations. All ordinances and/or resolutions required to authorize the appropriate representatives of County to enter into this Agreement and the Exhibits hereto shall have been obtained.

E. OMAP Consent. OMAP shall have consented to the assignment of the OHP Contract.

#### **16. CONDITIONS PRECEDENT TO OBLIGATIONS OF COUNTY.**

The obligation of County to consummate the transactions contemplated by this Agreement are subject to the fulfillment, before or at the Transfer Date, of each of the following conditions, any one or a portion of which may be waived in writing by County:

A. Representation, Warranties, and Covenants of CareOregon, Inc. All representations and warranties made in this Agreement by CareOregon, Inc. shall be true as of the Transfer Date as fully as though such representations and warranties had been made on and as of the Transfer Date, and CareOregon, Inc. shall not have violated or shall not have failed to perform in accordance with any covenant contained in this Agreement.

B. Performance of CareOregon, Inc. Obligations. CareOregon, Inc. shall have performed all obligations required to be performed by it under this Agreement on or before the Transfer Date.

C. OMAP Consent. OMAP shall have consented to the assignment of the OHP Contract.

#### **17. RISK OF LOSS.**

The risk of loss, damage, or destruction to any of the equipment, inventory, or other personal property to be conveyed to CareOregon, Inc. under this Agreement shall be borne by County up to the Transfer Date and by CareOregon, Inc. thereafter. In the event of such loss, damage, or destruction prior to the Transfer Date, County, to the extent reasonable, may replace the lost property or repair the damaged property to its condition before the damage or agree with CareOregon, Inc. to an adjustment in the Assets described in Section 1. If County and CareOregon, Inc. are unable to agree, then either party, at their sole option and notwithstanding any other provision of this Agreement, upon written notice to the other, may rescind this Agreement and declare it to be of no further force and effect, in which event there shall be no closing of this Agreement and all the terms and provisions of

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this Agreement (except Section 14.B which shall survive) shall be deemed null and void. If, before the Transfer Date, any of the Premises that are the subject of the Lease described in Section 9.A and attached hereto as Exhibit C are damaged or destroyed, then CareOregon, Inc. may rescind this Agreement in the manner provided above unless arrangements for repair satisfactory to all parties involved are made prior to closing.

**18. INDEMNIFICATION AND SURVIVAL.**

A. Survival of Representations and Warranties. All representations and warranties made in this Agreement shall survive the closing of this Agreement, except that any party to whom a representation or warranty has been made in this Agreement shall be deemed to have waived any misrepresentation or breach of representation or warranty of which such party had knowledge before closing. Any party learning of a misrepresentation or breach of representation or warranty under this Agreement shall immediately give written notice thereof to all other parties to this Agreement. The representations and warranties in this Agreement shall terminate two years from the Transfer Date, and such representations or warranties shall thereafter be without force or effect, except for any claim with respect to which specific written notice has been given to the party to be charged prior to such expiration date.

B. Continuing Obligation of CareOregon, Inc.. Any and all claims, liabilities, and obligations of every kind and description arising out of or related to the operation of the business of Program following closing or arising out of CareOregon, Inc.'s failure to perform obligations of County assumed by CareOregon, Inc. pursuant to this Agreement shall be the sole and exclusive obligation of CareOregon, Inc.

C. County's Indemnification. Except as otherwise provided in this Agreement and the Exhibits attached hereto, County shall defend, indemnify and hold CareOregon, Inc. harmless against any breach or alleged breach of the obligations and liabilities retained hereunder.

D. CareOregon, Inc.'s Indemnification. Except as otherwise provided in this Agreement and the Exhibits attached hereto, CareOregon, Inc. shall defend, indemnify and hold County harmless against any breach or alleged breach of the obligations and liabilities assumed hereunder.

E. Defense of Claims. Each party shall tender defense to the other party of any claims for which the party is indemnifying the other party hereunder within two business days of receipt of notice (whether written or oral) if such claim.

**19. LIABILITY INSURANCE.**

A. CareOregon, Inc. shall obtain and keep in effect for a period of two years from the Transfer Date a comprehensive general business liability insurance policy, issued by a company authorized to transact business in the state of Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities assumed elsewhere in this Agreement.

B. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this Agreement as Exhibit E and incorporated herein.

C. For a period of two years from the Transfer Date, the insurance shall provide for notice to County by the insuring carrier of nonpayment of premiums and that such insurance will not be canceled or released except upon 10 days' prior written notice to County. CareOregon, Inc. shall promptly pay when due the cost of all such insurance. If it fails to do so, County may, at its option, pay the same and CareOregon, Inc. shall reimburse County therefore immediately upon demand.

D. CareOregon, Inc. shall also maintain for a period of two years from the Transfer Date any and all insurance required under the OHP Contract. CareOregon, Inc. agrees to provide County notice of any change in the insurance coverages required under the OHP Contract.

**20. CLOSING.**

A. Time and Place. This transfer of assets under this Agreement and the exhibits hereto shall be closed at the offices of Miller Nash, Wiener, Hager & Carlsen, at 111 S.W. Fifth Avenue, Suite 3500, at 3:00 p.m. on March 31, 1997, or at such other time and place as the parties may agree. If closing has not occurred on or before June 1, 1997, then either party may elect to terminate this Agreement. If, however, the closing has not occurred because of a breach of this Agreement by one or more parties, the breaching party or parties shall remain liable for breach of contract notwithstanding termination.

B. Obligations of County at the Closing. At the closing and coincidentally with the performance by CareOregon, Inc. of its obligations described in Section 16, County shall deliver to CareOregon, Inc. the following:

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- (1) Bills of sale, assignments, and other instruments of transfer, in form and substance reasonably satisfactory to counsel for CareOregon, Inc., necessary to transfer and convey the Assets to CareOregon, Inc.;
- (2) Possession of the Premises containing all of the Assets; and
- (3) Executed copies of each of the Assignment and Assumption Agreement, the Personnel Services Agreement, and Lease Agreement attached hereto as Exhibits A, B, and C respectively.

C. Obligations of CareOregon, Inc. at the Closing. At the closing and coincidentally with the performance by County of its obligations described in Section 15, CareOregon, Inc. shall deliver to County the following:

- (1) A true copy of CareOregon, Inc.'s Restated Articles of Incorporation and Bylaws; and
- (2) Executed copies of each of the Assignment and Assumption Agreement, the Personnel Services Agreement, and Lease Agreement attached hereto as Exhibits A, B, and C respectively.

D. Termination By Mutual Consent. This Agreement may be terminated at any time by mutual written consent of CareOregon, Inc. and County.

## **21. POST-CLOSING OBLIGATIONS.**

A. Retention of and Access to Books and Records. CareOregon, Inc. will retain County documents related to the Program for a period of three years or for the time required by County's Records Management Policy and shall allow County access to CareOregon, Inc. documents for any purpose.

B. Cooperation in the Event of Third-Party Litigation. Each party shall give the other party notice in writing within five days of the date any action or suit is filed or any claim is made against that party that may result in litigation in any way related to this Agreement or the operation of Program prior to the Transfer Date. County shall give CareOregon, Inc. notice in writing within five days of the date any action or suit is filed or any claim is made against County that may result in litigation in any way related to this Agreement or the operation of CareOregon, Inc. after the Transfer Date. In the event of third-party litigation, CareOregon, Inc. and County agree to cooperate with each other in providing information about which either party has any knowledge relating to the operations of the Program prior to the Transfer Date, the transactions contemplated by this Transfer

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**MARCH 13, 1997**

Agreement, or the operations of CareOregon, Inc. after the Transfer Date about which such party has any information and that is relevant to the other party's defense.

**22. MISCELLANEOUS.**

A. Amendments. This Agreement may be modified only in writing signed on behalf of both parties.

B. Termination. This Agreement may be terminated as follows:

(1) Termination Without Default. In the event the parties shall mutually agree in writing to terminate this Agreement, this Agreement shall be terminated on the terms and date stipulated therein.

(2) Termination For Default. This Agreement may be terminated by either party upon the default of the other party. Termination for default is effective upon sending of a written notice of termination.

C. Construction of Agreement. This Agreement has been negotiated by the parties. The parties do not intend that any part of it be construed against any party on the ground that a particular provision may have been drafted by the party.

D. Mediation/Arbitration. Any disputes arising now or hereafter in connection with the execution or operation of this Agreement between County and CareOregon, Inc. shall be resolved by mediation or arbitration in accordance with the procedures of U.S. Arbitration & Mediation ("USA&M") or such other procedures as may be agreed upon by the parties. The parties shall first attempt nonbinding mediation with a neutral mediator agreed upon by the parties from a list provided by USA&M or as otherwise agreed. If mediation is unsuccessful, the dispute shall be submitted to arbitration. All arbitration proceedings shall be conducted by a neutral arbitrator mutually agreed upon by the parties from a list provided by USA&M or as otherwise agreed. The decision of the arbitrator shall be final and binding on all parties. Each party shall keep confidential any mediation or arbitration proceeding conducted hereunder to the extent permitted by Oregon law. Each party shall bear its own costs, including attorneys fees, of mediation and arbitration.

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**MARCH 13, 1997**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first written above.

CAREOREGON, INC.,  
an Oregon nonprofit corporation

MULTNOMAH COUNTY dba  
CAREOREGON

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

REVIEWED:

County Counsel for Multnomah County,  
Oregon

By \_\_\_\_\_

Date \_\_\_\_\_

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**MARCH 13, 1997**

**Exhibits**

- A - Assignment and Assumption Agreement**
- B - Personnel Services Agreement**
- C - Lease Agreement**
- D - County Investment Policy**
- E - Certificate of Insurance**



**DRAFT**  
**March 13, 1997**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into as of the 1st day of April, 1997, by and between Multnomah County, a home rule political subdivision of the State of Oregon ("County") doing business as CareOregon, and CareOregon, Inc., an Oregon nonprofit public benefit corporation.

A. County operates a fully capitated health plan known as CareOregon ("Program"). Program is a contractor with the State of Oregon, Department of Human Resources, Oregon Medical Assistance Program ("OMAP"), providing certain health care services to OMAP members under the Oregon Health Plan ("OHP"), pursuant to the Oregon Health Plan Fully Capitated Health Plan Agreement #60669 dated October 1, 1996 (the "OHP Contract").

B. CareOregon, Inc. is an Oregon nonprofit public benefit corporation that desires, as of and after the Transfer Date (as defined below), to provide comprehensive personal health care services as a contractor with OMAP under the OHP, and to perform all of the business operations performed by Program prior to the Transfer Date.

C. Except as otherwise provided herein, County and CareOregon, Inc. have agreed to transfer all of the business operations, assets, and liabilities of Program to CareOregon, Inc., effective as of April 1, 1997 (the "Transfer Date"), under the terms and conditions of an agreement of transfer by and between County and CareOregon, Inc. dated April \_\_\_\_, 1997 (the "Transfer Agreement"), to which this Agreement is attached as Exhibit A.

D. Pursuant to the Transfer Agreement, as of the Transfer Date, County desires to transfer to CareOregon, Inc., all of its right, title, and interest in, and to, and liability and responsibility for, the OMAP members under the OHP Contract.

E. Pursuant to the Transfer Agreement, as of the Transfer Date, CareOregon, Inc. desires to assume all of the obligations, liabilities, and responsibilities for providing health care services to OMAP members under the OHP Contract.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. As of the Transfer Date, County does hereby sell, assign, and transfer to CareOregon, Inc. all of County's right, title, and interest in and to the OHP Contract, and any renewals, extensions, amendments, or modifications thereof, including its right to receive consideration from OMAP.

**DRAFT**  
**March 13, 1997**

2. Assumption. Except as otherwise provided in this Agreement, as of the Transfer Date, CareOregon, Inc. hereby assumes and agrees to pay, discharge, and perform all the obligations, responsibilities, duties, and liabilities of County under the OHP Contract.

3. Indemnification of County and CareOregon, Inc. CareOregon, Inc. shall defend, indemnify, and hold County harmless against any breach or alleged breach of the obligations assigned hereunder, and County shall tender defense of any such claim to CareOregon, Inc. within two business days of receipt of notice (whether written or oral) of such claim. County shall defend, indemnify, and hold CareOregon harmless against any breach or alleged breach of the obligations of County prior to the Transfer Date under the OHP Contract, and CareOregon shall tender defense of any such claim to County within two business days of receipt of notice (whether written or oral) of such claim.

4. Indemnification of State of Oregon. Each party shall indemnify the State of Oregon for any cost, loss or exposure, including reasonable attorney fees, incurred by the State due, directly or indirectly, to the party's actions or omissions with respect to the claims and liabilities for which the party is responsible hereunder, as described in Section 6 below.

5. Representations and Warranties of County. County makes the assignment described in Section 1 without representations and warranties other than that (i) County has full legal authority to assign its right, title, and interest in and to the OHP Contract to CareOregon, Inc.; (ii) County has not assigned or agreed to assign any such right, title, and interest to any person or entity other than CareOregon, Inc.; and (iii) as of the date hereof, neither County nor Program is in breach of the OHP Contract, nor does either of them have any knowledge of any claim, litigation, or investigation pending or threatened arising from, or related to, the OHP Contract.

6. Liabilities Retained/Assumed. As of the Transfer Date, except as otherwise stated in this Section 6, County shall transfer to CareOregon, Inc. all liability for OMAP members under the OHP Contract, including all claims arising therefrom, whether known or unknown.

a. Hospitalization. CareOregon, Inc. shall assume all fiscal responsibility and liability for payment of medical service claims incurred prior to the Transfer Date but not yet paid for OMAP members who are receiving hospital inpatient care pursuant to the OHP Contract on the Transfer Date until they are appropriately discharged from the hospital. As of the

**DRAFT**  
**March 13, 1997**

Transfer Date, CareOregon, Inc. shall assume case management responsibility for any hospitalized patients.

7. Provider Notices. CareOregon, Inc. shall, by April 30, 1997, mail to all subcontracted providers of health care services under the OHP Contract a notice of the assignment accomplished by this Agreement in a form reasonably acceptable to County.

8. Covenants of CareOregon, Inc.

a. Primary Care. CareOregon, Inc. shall take no action to effect a change of primary care provider from Program's member providers to any other provider other than to support the free choice of health plan enrollees, or upon discharge of an enrollee from a primary care practice.

b. Data Reporting. CareOregon, Inc. shall provide OMAP with all information due to be reported to OMAP under the OHP Contract including, but not limited to, encounter data, membership enrollment/disenrollment data, and financial solvency reports arising on and after the Transfer Date.

9. Conditions to Assignment.

a. Transition Plan. On or before the Transfer Date, the parties shall have prepared and submitted to OMAP and OMAP shall have approved a transition plan or other documentation outlining the process and resources necessary to effect a smooth transition of the obligations of County under the OHP Contract assigned under this Agreement (the "Transition Plan"), including but not limited to: (i) whatever personnel resources are necessary to ensure a smooth transition of membership; (ii) the orderly and reasonable transition of OMAP members' care in progress, whether or not those OMAP members are hospitalized.

b. Consent of OMAP. The parties agree that this Agreement will become null and void in its entirety if OMAP does not consent in writing to the assumption and assignment memorialized in this Agreement by June 1, 1997. The parties shall cooperate in good faith to make any changes to this Agreement or the Transition Plan reasonably required by any provisions of law to effect the assignment under this Agreement or to obtain the consent of OMAP.

**DRAFT**  
**March 13, 1997**

**10. Miscellaneous.**

a. This Agreement shall be construed in accordance with the laws of the state of Oregon.

b. This Agreement is the entire understanding among the parties hereto regarding the subject matter addressed herein, and no changes, amendments, or alterations shall be effective unless agreed to in writing by both parties.

c. The unenforceability or invalidity of any paragraph or subparagraph of this Agreement shall not affect the enforceability and validity of the balance of this Agreement.

d. The parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

**CAREOREGON, INC.,**  
an Oregon nonprofit corporation

**MULTNOMAH COUNTY dba**  
**CAREOREGON**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**REVIEWED:**

**County Counsel for Multnomah County,**  
**Oregon**

By \_\_\_\_\_

Date \_\_\_\_\_

**PERSONNEL SERVICES CONTRACT**

THIS CONTRACT is between Multnomah County, a home rule political subdivision of the state of Oregon (COUNTY), and CareOregon, Inc., an Oregon nonprofit public benefit corporation (CONTRACTOR).

**WITNESSETH:**

WHEREAS, COUNTY's Health Department has staffed and managed CareOregon, an assumed business name of Multnomah County, since the inception of CareOregon in 1994 as a fully capitated health plan providing managed care services under the Oregon Health Plan (OHP), and

WHEREAS, CONTRACTOR has formed a private nonprofit corporation under ORS chapter 65 to assume the functions formerly performed by COUNTY employees, and

WHEREAS, CONTRACTOR wishes to continue to use the services of these experienced COUNTY employees for a limited period of time, and

WHEREAS, COUNTY is interested in supporting CONTRACTOR's purpose of providing managed care medical services to unserved and underserved populations in Multnomah County and throughout the state of Oregon, and

WHEREAS, COUNTY is willing to enter into a time-limited contract to permit CONTRACTOR to continue to use the service of COUNTY employees during the initial operations of CONTRACTOR under the terms and conditions set forth; now, THEREFORE,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term

The term of this Contract shall be from \_\_\_\_\_ to and including \_\_\_\_\_, unless sooner terminated under the provisions hereof.

2. Services

- A. Under the terms of this Contract, the COUNTY employees listed in Attachment 1, which is attached to this Contract and incorporated herein, shall

be made available to CONTRACTOR to continue to provide the services they previously provided to CONTRACTOR when it was a division of the COUNTY's Health Department, consistent with CONTRACTOR's scheduling and business needs.

B. These COUNTY employees shall be available to CONTRACTOR for the duration of the Contract subject to the following conditions:

1. The COUNTY employees shall retain the right to transfer to other COUNTY positions if they so desire.
2. COUNTY shall retain the right to transfer these COUNTY employees to other COUNTY positions if it so desires.
3. If COUNTY budget changes result in layoffs, the COUNTY employees listed in Attachment 1 shall be subject to displacement by other COUNTY employees in accordance with the applicable union agreement or COUNTY personnel code. CONTRACTOR agrees to accept these replacement employees.
4. CONTRACTOR shall have the right to eliminate positions, subject to its business needs, during the term of this Contract. COUNTY employees in eliminated positions shall be subject to layoff or transfer rights under the applicable union agreement(s) or COUNTY Personnel Ordinance 3.10.
5. CONTRACTOR shall have the right to increase, decrease or otherwise modify work hours and work schedules for COUNTY employees to meet its business needs, subject to the terms of applicable union agreements.

C. It is understood by both parties that those employees listed in Attachment 1 or replacements substituted by COUNTY due to union contract layoff or bumping requirements, if any, shall continue to be employed by COUNTY for the duration of this Contract, subject to those employment and transition provisions contained in Amendment #\_\_\_\_\_ to the "1992-1995 Agreement

between Multnomah County, Oregon and Multnomah County Employees Union, Local 88, AFSCME AFL-CIO as Amended December 7, 1994, and Extended through June 30, 1998;" Amendment #\_\_\_\_\_ to the "1994-1998 Agreement between Multnomah County, Oregon and Oregon Nurses Association"; or the provisions of Multnomah County Code 3.10 and the Multnomah County Personnel Rules pertinent to exempt classified and exempt nonclassified employees, all as appended hereto.

D. No later than by the expiration of this Contract, those COUNTY employees listed in Attachment 1 or their COUNTY employee replacements, if any, who are still providing services to CONTRACTOR must have:

1. Elected consistent with the applicable union contract provisions to become employees of CONTRACTOR;
2. Elected consistent with the applicable union contract provisions to remain employees of COUNTY and will obtain or actively seek other COUNTY employment pursuant to the terms of the applicable union agreement or COUNTY personnel code; or
3. Left the employment of COUNTY and stopped providing services to CONTRACTOR.

E. COUNTY employees shall provide services as requested by and as managed by CONTRACTOR, subject to the following conditions:

1. CONTRACTOR shall act in a manner consistent with the applicable union agreements and COUNTY personnel code that govern COUNTY employees with respect to COUNTY employees providing services to CONTRACTOR.
2. CONTRACTOR shall not require COUNTY employees to provide services that are not within their COUNTY job classifications. If it is determined that CONTRACTOR has violated this provision:
  - a. CONTRACTOR shall be liable to reimburse COUNTY for additional pay, if any, awarded to the employee.
  - b. CONTRACTOR shall either restructure the position to fit the job classification of the COUNTY employee assigned to fill it or provide COUNTY 30 days' advance notice that the position will

be eliminated and create a new position that will be filled by CONTRACTOR.

3. COUNTY shall not change or reassign the COUNTY supervisory and managerial level personnel who provide services under this Contract without prior notice and discussion with CONTRACTOR.
  4. CONTRACTOR shall not discipline or terminate a COUNTY employee. COUNTY shall retain the right to terminate a COUNTY employee for cause without concurrence by CONTRACTOR. Notwithstanding the foregoing, CONTRACTOR shall have the right to advise COUNTY of any problems related to the performance of services by any COUNTY employee and to request that COUNTY take appropriate corrective action to resolve the problem(s). Should COUNTY fail to take appropriate corrective action, or should circumstances otherwise warrant, CONTRACTOR shall have the right to request that such individual(s) not be permitted to provide additional services to CONTRACTOR.
  5. COUNTY employees shall provide services to CONTRACTOR in a manner consistent with the policies, guidelines, and procedures of CONTRACTOR, to the extent those policies, guidelines, and procedures are not inconsistent with applicable union agreements or COUNTY personnel code.
- F. When a vacancy results from the transfer or termination of a COUNTY employee, CONTRACTOR shall be responsible for filling the vacancy, and the new employee shall be an employee of CONTRACTOR, not COUNTY.

3. Compensation

- A. CONTRACTOR shall pay COUNTY an amount equivalent to COUNTY's actual expenses in keeping the employees listed in Attachment 1 or their replacements, if any, on COUNTY payroll for the term of this Contract. These expenses include, but are not limited to:
1. Salary and wages.
  2. Standard COUNTY benefits according to the terms of the applicable union agreement or COUNTY personnel code.



3. Those COUNTY indirect costs that are specifically related to personnel up to a maximum of 2.58 percent of salaries and benefits.
- B. CONTRACTOR shall reimburse COUNTY monthly upon receipt of a billing invoice. COUNTY shall invoice CONTRACTOR within 30 days following the end of the month. CONTRACTOR shall pay COUNTY within 15 days of receiving the invoice.
- C. COUNTY shall perform all payroll and related functions, except on-site timekeeping, for those COUNTY employees listed in Attachment 1 or their replacements, if any, while this Contract is in effect. CONTRACTOR shall perform on-site timekeeping for these employees using COUNTY's timekeeping system and in accordance with COUNTY's timekeeping procedures.
- D. CONTRACTOR shall assume the payroll and related functions for any person who elects to become an employee of CONTRACTOR during the term of this Contract.
4. Accrued Leave
- For each COUNTY employee who elects to become an employee of CONTRACTOR, COUNTY shall pay to CONTRACTOR, at the time of transfer, a sum equal to the number of hours of accrued vacation and sick leave retained times the employee's hourly rate of pay in accordance with ORS 236.610.
5. Confidentiality
- CONTRACTOR shall retain access to COUNTY's timekeeping and health information (HIS Date System) mainframe systems. CONTRACTOR shall access these systems only in accordance with the terms and conditions of the confidentiality agreement between the parties. COUNTY and CONTRACTOR shall keep confidential all information designated or considered by the other party as confidential or proprietary to the fullest extent required or permitted by applicable law.
6. Contractor Status
- CONTRACTOR is a private Oregon nonprofit public benefit corporation, not an agent of COUNTY, and is solely responsible for the conduct of its programs.

7. Workers' Compensation Insurance

COUNTY shall maintain workers' compensation coverage and such supplemental workers' compensation coverage as is required by COUNTY for COUNTY employees assigned to CONTRACTOR under Section 2A. Costs for this coverage shall be billed to CONTRACTOR as part of COUNTY's actual costs under Section 3A of this Contract.

8. Subcontracts

CONTRACTOR shall not subcontract the services of any of those COUNTY employees assigned to provide services to CONTRACTOR under Section 2A of this Contract.

9. Taxpayer Identification Number.

COUNTY shall furnish to CONTRACTOR its federal employer identification number, as designated by the Internal Revenue Service.

10. No Religious Content in Program Delivery or Service

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the services funded under this Contract. The language of this section is not intended to abridge a client's individual rights to exercise freedom of religion and/or speech.

11. Adherence to Law

A. COUNTY and CONTRACTOR acknowledge their obligation to adhere to all applicable laws governing employment terms and conditions, including, but not limited to, laws, rules, regulations, and policies concerning workers' compensation and minimum and prevailing wage requirements. COUNTY and CONTRACTOR further affirm that they shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, COUNTY and CONTRACTOR shall comply with all applicable provisions of Executive

Order No. 11246 as amended by Executive Order No. 11375 dated September 24, 1965; Title VII of the Civil Rights Act of 1964 (42 USC 2000E) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR § 84.4; the Americans with Disabilities Act of 1990; Public Law No. 101-336; and all enacting regulations of the Equal Employment Opportunity Commission and Department of Justice. COUNTY will also comply with all applicable rules, regulations, and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

12. Amendment

No amendment may be made to this Contract unless reduced to writing and signed by both parties.

13. Integration

This Contract contains the entire agreement between the parties regarding the subject matters addressed herein and supersedes all prior written or oral discussions or contracts.

14. Termination

A. This contract may be terminated by either party for cause with 60 days' written notice to the other party in accordance with Section 17B, below.

B. Cause for termination:

1. COUNTY may terminate this Contract:

- a. If CONTRACTOR fails to pay COUNTY as prescribed in Section 3B, provided COUNTY provides written notice of nonpayment and CONTRACTOR fails to make payment within 30 calendar days of the date the notice is mailed;
- b. If CONTRACTOR fails to use the services of COUNTY employees assigned under this Contract in accordance with Section 2; or
- c. If CONTRACTOR breaches any material provision of this Contract and fails to cure such breach within 30 days of written notice from COUNTY.

2. CONTRACTOR may terminate this Contract:

- a. If all COUNTY employees listed in Attachment 1 or their replacements, if any, have left COUNTY employment or transferred to other positions within COUNTY;
- b. If the state of Oregon ceases to fund health care services through capitated providers such as CONTRACTOR before the expiration date of this Contract;
- c. If COUNTY breaches any material provision of this Contract and fails to cure such breach within 30 days of written notice from CONTRACTOR;
- d. If the OHP demonstration project ends before the expiration of this Contract; or
- e. If CONTRACTOR ceases to do business in any form or capacity whatsoever.

C. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY that accrued before such termination.

15. Notice of Litigation

Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Contract. **[NOTE: IF THE INDEMNIFICATION PROVISION REMAINS IN THE CONTRACT, MOVE THIS STATEMENT TO THAT PROVISION.]**

16. Oregon Law and Forum

This Contract shall be construed according to the laws of Oregon. Any disputes arising now or hereafter in connection with the execution or operation of this Contract between COUNTY and CONTRACTOR shall be resolved by mediation or arbitration in accordance with the procedures of U.S. Arbitration & Mediation (USA&M) or such other procedures as may be agreed upon by the parties. The parties shall first attempt nonbinding mediation with a neutral mediator agreed upon by the parties from a list provided by USA&M or as otherwise agreed. If mediation is unsuccessful, the dispute shall be submitted to arbitration. All arbitration proceedings shall be

conducted by a neutral arbitrator mutually agreed upon by the parties from a list provided by USA&M or as otherwise agreed. The decision of the arbitrator shall be final and binding on all parties. Each party shall bear its own costs, including attorneys' fees, of mediation and arbitration.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officer(s).

CAREOREGON, INC.

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

By \_\_\_\_\_  
Beverly Stein, Multnomah County Chair

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By \_\_\_\_\_  
Billi Odegaard, Health Department Director

Date: \_\_\_\_\_

REVIEWED:

Multnomah County Counsel

By \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT 1

	Employee Name	FTE	Job Classification
1	Akagi, Tomiye	1.0	Administrative Secretary
2	Anthony, Jared	1.0	Program Development Technician
3	Barabin, Crystal	1.0	Office Assistant II
4	Brown, Pamela	1.0	Community Health Nurse
5	Ellison, Juanita	0.8	Program Development Technician
6	Freeman, Arenetter	1.0	Office Assistant II
7	Gredler, Amy	0.6	Program Development Specialist
8	Guenther, Nancy	0.5	Health Educator
9	Hennrich, Mary Lou	1.0	Health Services Manager Senior
10	Leidy, Bill	0.5	Fiscal Specialist Senior
11	Maki, Karen	1.0	Health Services Administrator
12	Montoya, Myrsa	1.0	Program Development Specialist
13	Nguyen, Rosa	1.0	Program Development Technician
14	Reid, Chantay	1.0	Program Development Specialist
15	Romm, Carole	1.0	Health Services Administrator
16	Strauss, Ileana	1.0	Community Health Nurse
17	Vermilya, Anita De Oca	1.0	Program Development Technician
18	Waddell, Gerald	1.0	Program Development Technician
19	Wagner, Richard	1.0	Program Development Technician
20			

## LEASE

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between MULTNOMAH COUNTY, OREGON, hereinafter referred to as Lessor, and CARE OREGON, Inc., an Oregon corporation, hereinafter referred to as Lessee.

WITNESSETH: Lessor owns a building and other improvements on that certain real property situated in the City of Portland, County of Multnomah and State of Oregon, described in Exhibit "A". Lessor hereby leases to Lessee and Lessee rents from Lessor upon the terms, conditions and covenants hereinafter set forth, the Premises described in Exhibit "B" which are a part of said building.

1. Term: The term of the Lease shall commence March 1, 1997 and shall continue through June 30, 2002. Either party, at its option, may terminate this Lease upon written notice to the other party not less than 90 days prior to the effective date of termination.
2. Rental: Lessee shall pay to Lessor the monthly rental provided herein in advance on or before the first day of each month during the term of this Lease. Monthly rental for the period March 1, 1997 through June 30, 1997 shall be \$5,692.29 per month; monthly rental for the period July 1, 1997 through June 30, 2002 shall be in amounts calculated by multiplying 4,957 (area of Premises in square feet) by the monthly rate per square foot for the space by Multnomah County Facilities & Property Management Division for County office space in the building in which the Premises are located.
3. Acceptance of Premises: Lessee shall accept the Premises "as is".
4. Use of Premises: The Premises shall be used for Care Oregon, Inc. and for no other purpose without Lessor's written consent, which consent shall not be unreasonably withheld. In connection with the use of the Premises, Lessee shall:
  - (a) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault, unless such failure is due to Lessor's default in the performance of the agreements hereof to be kept and performed by Lessor.
  - (b) Refrain from any activity which would be reasonably offensive to Lessor, to other lessees in the building in which the leased Premises are situated, or owners or users of the adjoining Premises, or which would tend to create a nuisance or damage the reputation of the leased Premises or said building. Without limiting the generality of the foregoing. Lessee shall not permit any objectionable noise or odor to escape or be emitted from the Premises.
  - (c) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Lessor.
  - (d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial or other device to the exterior or interior walls, windows or roof of the Premises without the written consent of the Lessor, which consent shall not be unreasonably withheld. Lessor need not consent to any sign which fails to conform to the general design concept of the building as established by Lessor. Notwithstanding Lessor's consent to any signs. Lessee shall remove all such signs upon termination of the Lease and repair any damage to the Premises caused thereby at Lessee's own cost and expense.
  - (e) Comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and communicated to Lessee in writing including those contained within the Memorandum of Understanding attached hereto.

(f) Refrain from any activity which would make it impossible to insure the Premises against casualty or which would increase the insurance rate of the building or prevent Lessor from taking advantage of the ruling of the Insurance Rating Bureau of the state in which the leased Premises are situated or its successors allowing Lessor to obtain reduced premium rates for long term fire insurance policies, unless Lessee pays the additional cost of the insurance for the building.

(g) Not commit or suffer any strip or waste of the leased Premises or the improvements thereon or any part thereof.

5. Alterations: Lessee shall make no improvements or alterations on the leased Premises of any kind without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Prior to the commencement of any work by the Lessee, Lessee shall first submit its plans and specifications to Lessor for Lessor's consent. All work performed by the Lessee shall be done in strict compliance with all applicable building, fire, sanitary and safety codes, and other applicable laws, statutes, regulations and ordinances, and Lessee shall secure all necessary permits for the same. Lessee shall keep the Premises free from all liens in connection with any such work. All work performed by the Lessee shall be carried forward expeditiously and completed within a reasonable time. Lessor or Lessor's agents shall have the right at all reasonable times to inspect the quality and progress of such work. All improvements, alterations and other work performed on the leased Premises by either Lessor or Lessee shall be the property of Lessor when installed, except for Lessee's trade fixtures, and may not be removed at the expiration of this Lease unless the applicable Lessor's consent specifically provides otherwise. Notwithstanding Lessor's consent to improvements or alterations by Lessee, all such improvements, alterations or other work to be performed by Lessee shall be at the sole cost and expense of Lessee.

6. Repairs and Maintenance:

(a) The following shall be the responsibility of the Lessor:

- (i) Structural repairs and maintenance and repairs necessitated by structural disrepair or defects.
- (ii) Repair and maintenance of the exterior wall, roof, gutters, downspouts and foundation of the building in which the leased Premises are located.
- (iii) Repair of interior wall, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of failure of Lessor to keep the structure in repair as above provided in this subparagraph (a).
- (iv) Maintenance and repair of the heating and air conditioning systems and sprinkler systems, if any.
- (v) Maintenance of the Premises interior, including repair of the interior walls and floor coverings.

(b) The following shall be the responsibility of the Lessee:

- (i) Any interior decorating.
- (ii) Any repairs necessitated by the negligence of Lessee, its agents, employees and invitees.
- (iii) Any repairs or alterations required under Lessee's obligation to comply with new laws and regulations as set forth in paragraph 4 (a) above.



(c) Lessor shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of the Lessor to make repairs as outlined above in any area in Lessee's possession and control shall not mature until a reasonable time after the Lessor has received from Lessee written notice of the necessity of repairs, except in the event emergency repairs may be required and in such event Lessee shall attempt to give Lessor appropriate notice considering the circumstances.

(d) Any repairs, replacements, alterations or other work performed on or around the leased Premises by Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the Premises by Lessee. Lessee shall have no right to an abatement of rental nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's performance of repairs and maintenance pursuant to this paragraph 6.

(e) Lessor will furnish heat, electricity, elevator service and air conditioning during the normal building hours of 8:00 AM to 5:00 PM, Monday through Friday except holidays. Janitorial service will be provided in accordance with the regular schedule of the building, which may change from time to time. Lessee shall comply with all government laws or regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of Lessee's use and possession of the Premises, render Lessor liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this Lease, but Lessor shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises.

7. Liens: Lessee shall keep the Premises free from all liens, including mechanic's liens arising from any act or omission of Lessee or those claiming under Lessee.
8. Indemnity of Lessor - Insurance: Lessee shall indemnify and save harmless the Lessor from any and all liability, damage, expense, attorney's fees, causes of action, suites, claims or judgements arising from injury to person or damage to property arising out of or connected with the use, occupancy, management or control of the leased Premises excepting only the sole negligence of Lessor. Lessee shall, at its own cost and expense, defend any and all suits which may be brought against the Lessor either alone or in conjunction with others upon any such above-mentioned cause or claim, and shall satisfy, pay and discharge any and all judgements that may be recovered against the Lessor in any such action or actions in which the Lessor may be a party defendant. Lessee shall at its own expense during the term of this Lease Cray in full force and effect public liability insurance, with an insurance carrier satisfactory to Lessor, naming Lessor as an additional insured, with limits of not less than One Million Dollars (\$1,000,000.00), insuring against any and all liability of Lessee with respect to the leased Premises including the common areas or arising out of the maintenance, use or occupancy thereof. Such policy or policies shall provide that the insurance shall not be cancelable or reduced without at least ten (10) days prior written notice to Lessor and shall be deemed primary and noncontributing with other insurance available to Lessor. Lessee shall furnish Lessor with a certificate or other acceptable evidence that such insurance is in effect. Lessee also agrees to provide and maintain insurance to comply with Workmen's Compensation and Employer's Liability Laws.
9. Injury to Lessee's Property: Lessor shall not be liable for any injury to the goods, stock, merchandise or any other property of Lessee or to any person in or upon the leased Premises resulting from fire or collapse of the building in which the leased Premises are located or any portion thereof or any other cause, including but not limited to damage by water, gas or steam, or by reason of any electrical apparatus in or about the leased Premises.

10. Damage or Destruction:

(a) If the leased Premises shall be partially damaged by fire or other cause, and subparagraph (b) below does not apply, the damages to the Premises shall be repaired by Lessor and the rent until such repair shall be made shall be apportioned according to the part of the leased Premises which is useable by Lessee except when such damage occurs because of the fault of Lessee. The repairs shall be accomplished with all reasonable dispatch. Lessor shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage and the damage was the result of the fault of the Lessee, in which event the Lessee shall bear the expense of the repairs.

(b) If the building or the leased Premises are 50% or more destroyed during the term of this Lease for any cause. Lessor may elect to terminate the Lease as of the date of damage or destruction by notice given to Lessee in writing not more than forty-five (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. In the absence of an election to terminate, Lessor shall proceed to restore the leased Premises to substantially the same form as prior to the damage or destruction, so as to provide Lessee useable space equivalent in quantity and character to that before the damage or destruction. Work shall be commenced as soon as reasonably possible, and thereafter proceed without interruption, except for work stoppages on account of matters beyond the reasonable control of Lessor. Rent shall be abated from the date of damage, unless the damage occurred because of the fault of Lessee. Lessor shall bear the cost of such repairs unless the damage occurred from a risk which would not be covered by a standard fire insurance policy with an endorsement for extended coverage, including sprinkler leakage, and the damage was the result of the fault of the Lessee, in which event the Lessee shall bear the expense of the repairs.

11. Default: The following shall be the events of default:

(a) Failure of Lessee to pay any rental or other charge required hereunder within ten (10) days after it is due.

(b) Failure of Lessee to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of rental or other charges), within ten (10) days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such nature that it cannot be completely remedied within the ten (10) day period, this provision shall be complied with if Lessee begins correction of the default within the ten (10) day period, and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

(c) The abandonment of the Premises by Lessee or the failure of Lessee for fifteen (15) days or more to occupy the property for one or more of the designated purposes of this Lease unless such failure is excused under other provisions of this Lease.

(d) The bankruptcy or insolvency of the Lessee or the occurrence of other acts specified in paragraph 15 of this Lease which shall give Lessor the option to terminate.

12. Remedies on Default: In the event of a default, Lessor, may at Lessor's option, exercise any one or more of the rights and remedies available to a landlord in the state in which the leased Premises are located to redress such default, consecutively or concurrently, including the following:

(a) Lessor may elect to terminate Lessee's right to possession of the leased Premises or any portion thereof by written notice to Lessee. Following such notice, Lessor may re-enter, take possession of the leased Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. To the extent permitted by law, Lessor shall have the right to restrain the personal property belonging to Lessee which is on the leased Premises at the time of re-entry, or the right to such other security interest therein as the law may permit, to secure all sums due or which become due to Lessor under this Lease. Perfection of such security interest shall occur by taking possession of such personal property or otherwise as provided by law.

(b) Following the re-entry by Lessor, Lessor may relet the leased Premises for a term longer or shorter than the term of this Lease and upon any reasonable terms, including the granting of rent concessions to the new tenant. Lessor may alter, refurbish or otherwise change the character or use of the leased Premises in connection with such reletting. Lessor shall not be required to relet for any use or purpose which Lessor may reasonably consider objectionable. No such reletting by Lessor following a default by Lessee shall be construed as an acceptance of the surrender of the leased Premises. If rent received upon such reletting exceeds the rent received under this Lease, Lessee shall have no claim to the excess.

(c) Following re-entry Lessor shall have the right to recover from Lessee the following damages:

(i) All unpaid rent or other charges for the period prior to re-entry plus interest of 10% per annum.

(ii) An amount equal to the rent lost during any period during which the leased Premises is not relet, if Lessor uses reasonable efforts to relet the leased Premises. If Lessor lists the leased Premises with a real estate broker experienced in leasing commercial property in the metropolitan area in which the leased Premises are located, such listing shall constitute the taking of reasonable efforts to relet the leased Premises.

(iii) All costs incurred in reletting or attempting to relet the leased Premises, including but without limitation the cost of cleanup and repair in preparation for a new tenant, the cost of correcting any defaults or restoring any unauthorized alterations and the amount of any real estate commissions or advertising expenses.

(iv) The difference between the rent reserved under this Lease and the amount actually received by Lessor after reletting, as such amounts accrue.

(v) Reasonable attorney's fees incurred in connection with the default, whether or not any litigation is commenced.

(d) Lessor may sue periodically to recover damages as they accrue throughout the term of this Lease and no action for accrued damages shall be a bar to a later action for damages subsequently accruing. To avoid a multiplicity of actions, Lessor may obtain a decree of specific performance requiring Lessee to pay the damages stated in subparagraph (c) above as they accrue. Alternatively, Lessor may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the Lease equal to the difference between the rent under this Lease and the reasonable rental value of the leased Premises for the remainder of the term, discounted to the time of the judgment at the rate of 6% per annum.

(e) In the event that Lessee remains in possession following default and Lessor does not elect to re-enter, Lessor may recover all back rent or other charges, and shall have the right to cure any nonmonetary default, whether or not litigation is commenced. Lessor may sue to recover such amounts as they accrue, and no one action for accrued damages shall bar a later action for damages subsequently accruing.

(f) The foregoing remedies shall not be exclusive but shall be in addition to all other remedies and rights provided under applicable law, and no election to pursue one remedy shall preclude resort to another consistent remedy.

13. Surrender at Expiration:

(a) Condition of Premises. Upon expiration of the Lease term or earlier termination, Lessee shall deliver all keys to the Lessor and surrender the leased Premises in the condition in which Lessee received possession hereunder, ordinary wear excepted, and broom clean. Improvements and alterations constructed by Lessee shall not be removed or restored to the original condition unless the terms of Lessor's consent provides otherwise or unless Lessor requests Lessee to remove such improvements or alterations, in which event Lessee shall remove the same and restore the leased

Premises. Depreciation and wear from ordinary use for the purpose for which the Premises were let need not be restored, but all repair for which Lessee is responsible shall be completed to the latest practical date prior to such surrender. Lessee's obligations under this paragraph shall be subject to the provisions of paragraph 11 relating to damage or destruction.

(b) Fixtures

(i) All fixtures placed upon the leased Premises during the term other than Lessee's trade fixtures, shall, at Lessor's option, become the property of the Lessor. Movable furniture, decoration, floor covering other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishing and trade fixtures shall remain the property of Lessee if placed on the leased Premises by Lessee.

(ii) If Lessor so elects, Lessee shall remove any or all fixtures which would otherwise remain the property of Lessor, and shall repair any physical damage resulting from the removal. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to Lessee with interest at 12% per annum from the date of expenditure. Lessee shall remove all furnishings, furniture and trade fixtures which remain the property of Lessee. If Lessee fails to do so, this shall be an abandonment of the property, and Lessor may retain the property and all rights of Lessee with respect to it shall cease or, by notice in writing given to Lessee within 20 days after removal was required. Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal and place the property in public or private storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage, with interest at 12% per annum on all such expenses from the date of expenditure by Lessor.

(iii) The time for removal of any property or fixtures which Lessee is required to remove from the leased Premises upon termination shall be as follows:

(1) On or before the date the Lease terminates because of expiration of the term or because of a default under paragraphs 11 and 12.

(2) Within 30 days after notice from Lessor requiring such removal where the property to be removed is a fixture which Lessee is not required to remove except where such date would fall after the date on which Lessee would be required to remove other property.

(c) Holdover

(i) If Lessee does not vacate the leased Premises at the time required, Lessor shall have the option to treat Lessee as a tenant from month-to-month, subject to all of the provisions of this Lease except the provision for the term of the Lease. Failure of Lessee to remove fixtures, furniture, furnishings or trade fixtures which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this subparagraph (c) shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Lessor for any purpose including preparation for a new tenant.

(ii) If a month-to-month tenancy results from a holdover by Lessee under this subparagraph (c), the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than 10 days prior to the termination date which shall be specified in the notice. Lessee waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

14. Assignment and Subletting: Lessee shall not assign this Lease or sublet all or any part of the Premises without the written consent of Lessor, which consent will not be unreasonably withheld. If Lessee is a corporation or a partnership, the transfer, assignment or change in the ownership of any stock or partnership interest in the aggregate in excess of 33% shall be deemed an assignment within the meaning of this paragraph. Lessee shall remain primarily liable, after any assignment or sublease for the payment of the rental and the performance of all of Lessee's obligations under this Lease, notwithstanding such assignment or subletting by Lessee.

15. Inspection: Lessor, Lessor's agents and representatives, shall have the right to enter upon the leased Premises at reasonable times for the purpose of inspecting the same, for the purposes of making repairs or improvements to the leased Premises or the building in which the leased Premises are located or for any other lawful purpose.
16. Nonwaiver: The acceptance by Lessor of any rental or other benefits under this Lease shall not constitute a waiver of any default. Any waiver by Lessor of the strict performance of any of the provisions of this Lease shall not be deemed to be a waiver of subsequent breaches of the same character or of a different character, occurring either before or subsequent to such waiver, and shall not prejudice Lessor's right to require strict performance of the same provision in the future or of any other provision of this Lease.
17. Attorney's Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the trial court may adjudge reasonable as attorney fees, and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party shall pay the prevailing party in the appeal its reasonable attorney's fees and costs arising from such litigation and appeal.
18. Notices: Any notice required or permitted under this Lease shall be in writing and shall be given when actually delivered or when deposited in the United States mail as certified or registered mail addressed as follows:
- To Lessor: Multnomah County Property Management  
2505 SE 11<sup>th</sup> Avenue  
Portland, Oregon 97202
- To Lessee: Care Oregon, Inc.  
421 S.W. 5<sup>th</sup>, #200  
Portland, OR 97204
- or to such other addresses as may be specified from time to time from either of the parties in the manner above provided for the giving of notice.
19. Succession: Subject to the above stated limitations on the assignment or transfer of Lessee's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.
20. Cumulative Rights: No remedy herein conferred upon or reserved to Lessor or Lessee shall be exclusive of any other remedy herein provided or provided by law, but each remedy shall be cumulative.
21. Interpretation: In interpreting or construing this Lease, it is understood that Lessee may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals. Paragraph headings are for convenience and shall not affect any of the provisions of this Lease.
22. Exhibits and Additional Provision: Exhibits "A and B" which are referred to in this Lease are attached hereto and by this reference incorporated herein.

In Witness Whereof, Lessor and Lessee have executed this Lease in duplicate the day and year first herein written.

MULTNOMAH COUNTY, OREGON

CARE OREGON, INC., an  
Oregon corporation

By \_\_\_\_\_  
Beverly Stein, County Chair

By \_\_\_\_\_

REVIEWED:

COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

By \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION**    Lots 3 and 4, Block 175, City of Portland  
County of Multnomah and State of Oregon.

## EXHIBIT "B"

### PREMISES

Suite 200, containing approximately 4,957 square feet, located in the South side of the fourth floor of the 421 S.W. Fifth Building, Portland, Oregon (also know as the Mead Building) and outlined on the second page of this Exhibit "B". The square footage is an approximate figure used for informational purposes only. If the actual square footage is either more or less than the designated figure, it is understood that there shall be no adjustment in the monthly rent.



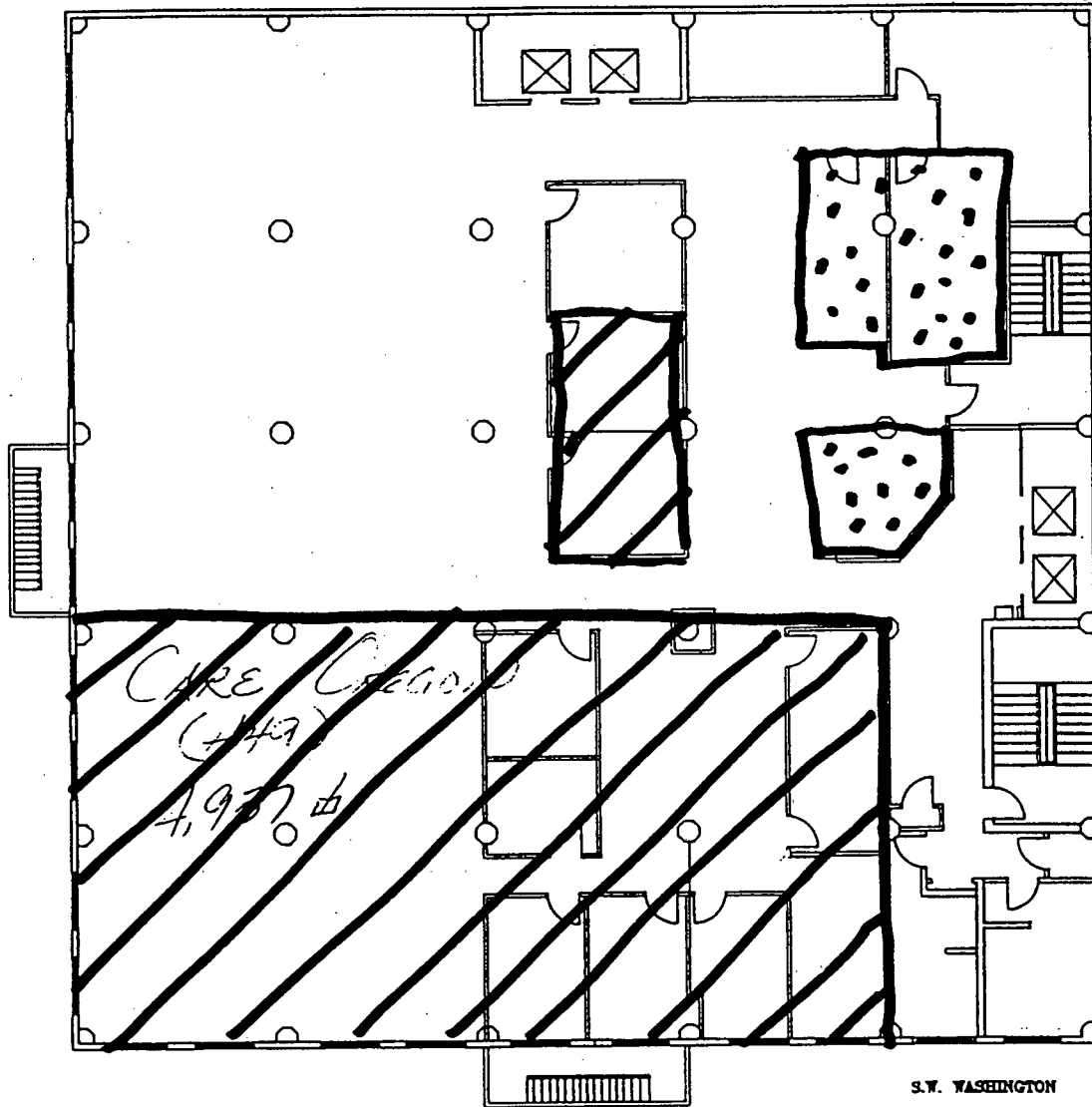


Care Oregon

Exhibit A



Common Area



CARE OREGON  
PRIMARY CARE  
COMMUNICATION  
CORE

4957 sq ft  
2479 sq ft  
926 sq ft  
1653 sq ft

S.W. WASHINGTON

S.W. FIFTH

Rev: 7/24/95

MEAD BUILDING

SECOND FLOOR



BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ADOPTING MULTNOMAH	)	RESOLUTION
COUNTY'S INVESTMENT	)	96-187
POLICY	)	

WHEREAS, ORS 294.135 requires municipalities adopt a written Investment Policy; and

WHEREAS, Multnomah County's Investment Policy has been reviewed by the Oregon Short Term Fund Board and the Investment Advisory Board; now therefore

IT IS HEREBY RESOLVED that Multnomah County, Oregon adopts the Investment Policy set forth as attached; and

IT IS FURTHER RESOLVED that the Finance Director or the Treasury Manager is authorized to administer the Investment Policy; and

IT IS FURTHER RESOLVED that this Resolution replaces Resolution 95-236 adopted November 9, 1995.

DATED this 17th day of October, 1996.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

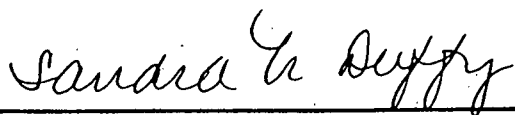
  
Sandra N. Duffy, Chief Assistant

EXHIBIT D TO  
ATTACHMENT E

**MULTNOMAH COUNTY, OREGON**  
**INVESTMENT POLICY**  
**For Fiscal Year 1996-1997**

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**1. Scope:**

(a) This investment policy applies to investing the financial assets of all funds included in Multnomah County's Investment Pool as defined in Section 12 of this policy. The County's approximate average daily balance of funds invested is \$140,000,000, with a high of about \$425,000,000 in November and a low of about \$70,000,000 in October.

(b) Funds will be invested in compliance with ORS 294, other applicable statutes, this policy, and other written procedures.

**2. Investment Objectives:**

(a) The primary objective of Multnomah County's investment activities is the preservation of capital and the protection of investment principal.

(b) The County's investment portfolio will remain sufficiently liquid to enable the County to meet all operating requirements that are reasonably anticipated. This preference for liquidity will be considered basic to investment decisions.

(c) The County will diversify its investments to avoid unreasonable risks regarding specific security types or individual financial institutions.

(d) The County will conform with Federal and State law and other legal requirements.

(e) The County will attain a market rate of return throughout budgeting cycles.

**3. Delegation of Authority:**

The Treasury Manager is designated as the Investment Officer of the County and is responsible for the daily cash management, and investment decisions and activities.

**4. Prudence:**

(a) The standard of prudence used by the Treasury Manager and Treasury staff in the context of managing the overall portfolio shall be the prudent investor rule, which states: "Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

(b) The Treasury Manager and Treasury staff, acting in accordance with

written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported to the Finance Director immediately and that appropriate action is taken to control any adverse developments.

(c) The Treasury Manager shall strive for best execution of trades and shall solicit competitive bids or offers for all instruments traded, whenever practical.

#### 5. Investment Diversification:

(a) The County will diversify its investments across security type and institution. No more than 20 percent (20%) at market value of the County's total investment portfolio will be invested in a single security type as defined in Paragraph 8, or in instruments of a single issuer, or as limited by ORS 294.035, whichever is less. Exceptions to this twenty percent limit are:

(1) The County may invest one hundred percent (100%) of its portfolio in U.S. Treasury securities.

(2) The County may invest seventy-five percent (75%) of its portfolio in securities of U.S. Government Agencies and Instrumentalities.

(3) The funds invested in the Local Government Investment Pool may exceed twenty percent (20%) to the extent allowed under ORS 294.810.

(4) The County may invest in repurchase agreements to the extent that the collateral received does not cause the County to exceed any limits set elsewhere in this policy, including, but not only, Section 5(a)(2).

(b) If due to unanticipated cash needs or investment maturities, the investment in any security type or any financial issuer exceeds the guidelines in this policy, the Treasury Manager is responsible for bringing the investment portfolio back into compliance as soon as practicable. The Treasury Manager will also advise the Finance Director and Advisory Board members of the occurrence.

#### 6. Investment Maturity:

(a) The County will maintain the following investment portfolio types and maturity dates:

(1) Short-term Investment Portfolio (maturities up to 3 years):

(a) Using the projected cash flow schedule the County will attempt to match its investments with anticipated cash flow requirements. The County will not invest in securities with maturity dates longer than 3 years from date of purchase.

(b) The diversification of security maturity dates for the short-term investment portfolio will be measured at market value against average monthly portfolio balances as follows:

1. Less than 30 days	10% Minimum
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2. Less than 90 days	25%	"
3. Less than 270 days	50%	"
4. Less than 1 year	70%	"
5. Less than 3 years	100%	"

(c) If the goals for diversification of security maturity dates are exceeded by 5% or more for 5 successive days, the Treasury Manager is responsible for promptly notifying the Finance Director and Advisory Board members.

- (2) Long-term Investments (Maturities over 3 years and up to a maximum of 5 years):

(a) Bond Sinking Fund or Certificate of Participation reserve monies may be invested in securities exceeding three years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds, and the legal documents authorizing the financing allow for long-term investments.

(b) Self-Insurance Fund monies in the amount not to exceed \$8,000,000 (face value) may be invested in securities that exceed three years up to the maximum of five years. Securities purchased under this section are to be U.S. Treasury securities or securities of U.S. Government Agencies and Instrumentalities.

#### 7. Investment of Bond Proceeds:

The Treasury Manager will work with the Finance Director, the financial advisor, and the bond counsel to determine how best to invest bond proceeds. Bond proceeds will be segregated within the County's investment portfolio, and invested in a manner consistent with Internal Revenue Service limitations on tax-exempt issuers, as well as the trust indenture, if any, and the expectations of drawdown of proceeds.

#### 8. Investment Limitations:

(a) The following investment securities are allowed to be purchased. Additional investments are allowed by ORS 294.035, but are not allowed by the County investment policy to be purchased.

(b) The following are allowed to be purchased under this policy.

##### (1) U. S. Treasury Issues:

- (a) U.S. Treasury Bills
- (b) U.S. Treasury Notes
- (c) U.S. Treasury Bonds
- (d) U.S. Treasury Strips/Cubes

##### (2) U.S. Government Agency and Instrumentality Securities:

U.S. Government Agency securities for local government investment under ORS 294.035 and 294.040, and pursuant to ORS 294.046 (current revision).

(3) Municipal Bonds:

Legally issued interest-bearing bonds pursuant to ORS 294.035 and 294.040 (current revision).

(4) Time Certificates of Deposits (CD or TCD):

In purchasing time certificates of deposit, the County will not invest an amount which is more than 1 percent of the total deposits of any single institution. As required by ORS Chapter 295, the Treasury Manager will be responsible for insuring that a Certificate of Participation, Collateral Pool has been issued by the institution to cover County deposits.

(5) Repurchase Agreements (Repo's):

All repurchase agreements will be collateralized at margin ratios prescribed by written policy of the Oregon Short Term Fund Board. A signed master repurchase agreement will first be obtained from financial institutions. The collateral securing the repo will be delivered to the County's appropriate portfolio custodian. The County will not enter into term repo's with maturities exceeding 90 days.

(6) Reverse Repurchase Agreements (Reverse Repo's):

Before entering into a reverse repurchase agreement, the County will obtain a signed master repurchase agreement from the brokerage firm. The firm's current net worth must be over \$50 million. Reverse repo's cannot exceed two percent (2%) of the issuing firm's liabilities. Proceeds from reverse repo's will be invested in securities with maturities that match the maturities of the reverse repo. The County will not enter into term reverse repo's with maturities exceeding 60 days, and all reverse repo's must be approved by the Finance Director.

(7) Banker's Acceptance (BA's):

All bankers' acceptances will be purchased from a qualified financial institution as defined by ORS 294.035(8).

(8) Local Government Investment Pool (LGIP):

With the exception of pass-through funds, the maximum amount to be placed with the LGIP shall be pursuant to ORS 294.810.

(9) Commercial Paper (CP) and Other Corporate Debt:

All commercial paper and other corporate debt will be purchased in accordance with ORS 294.035(9). Investment in corporate debt other than commercial paper requires approval by the Finance Director.

(10) Interest-Bearing Accounts:

All such deposits shall be FDIC-insured to \$100,000.

(11) Cash Deposits in Demand Accounts:

All cash deposits will be collateralized in accordance with ORS 295.

**9. Delivery of Securities:**

Investment securities eligible for delivery purchased pursuant to this investment policy will be delivered by either book entry or physical delivery to a third-party custodian.

**10. Authorized Financial Institutions and Securities Dealers:**

(a) Addendum "A" is the list of banks and securities dealers authorized to provide investment services. The County will limit all investment and banking activities to the institutions in Addendum "A".

(b) The Treasury Manager is authorized to sign a Trading Authorization agreement or master repurchase agreement with any institution included on this list.

(c) Additions to the list of authorized financial institutions may be made at the discretion of the Finance Director with written notification to the County Chair, the Board of County Commissioners and the Investment Advisory Board.

(d) Before the County purchases securities over \$100,000 from any bank or brokerage firm, the County must have on file the firm's most recent audited financial report. The Treasury Manager is responsible for keeping current files indicating the necessary licenses and professional credentials of broker/dealers with whom the County transacts business. The files will be reviewed annually by the Treasury Manager.

**11. Cash Flow Planning:**

The Treasury Manager is responsible for preparing an annual projected cash flow schedule of all funds that are included in the County's Investment Pool. The projected cash flow schedule will be based on the previous two years actual cash flows. The Finance Director will review the schedule periodically. The Treasury Manager is responsible for comparing the cash flow projections to actual cash flows each month and will revise the schedule, if necessary, based on the actual cash flows.

**12. Accounting Method:**

(a) At the time of purchase, investments will be booked at cost. Any gains or losses from investments sold will be credited or charged to investment income at the time of sale. Premiums or discounts on securities will be amortized or accreted over the life of the securities, and be credited or charged to interest income.

(b) The County shall comply with all required legal provisions and generally accepted accounting principles (GAAP). These principles are contained in the pronouncements of authoritative bodies, including, but not necessarily limited to, the American Institute of Certified Public Accountants (AICPA), the Financial Accounting Standards Board (FASB), and the Government Accounting Standards Board (GASB).

### 13. County Investment Pool and Interest Earnings Allocation:

(a) The County will pool most of its funds in the County's Investment Pool for investment purposes. The funds not pooled will be restricted to: contract retainage and lien deposits, deferred compensation deposits and investments, Library Retirement Plan investments, funds held for Certificates of Participation and Revenue Bond reserves, or construction payments, petty cash funds, and imprest funds. These funds will earn interest income, if any, from the financial institution or organization holding the funds in a trust or fiduciary capacity.

#### (b) Method and Process of Investment Interest Allocation.

(1) According to State law and County Policy, interest earnings will be allocated to the following funds:

- (a) Road Fund and Willamette River Bridge Fund
- (b) Bicycle Path Fund
- (c) County School Fund
- (d) Tax Title Land Sales Fund
- (e) Emergency Communication Fund
- (f) Property Tax Trust Funds and Accounts
- (g) Funds accounting for serial levy and bond funds
- (h) Inmate Welfare Fund
- (i) Justice Services Special Operations Fund

(2) All Proprietary Type Funds will receive interest earnings allocation.

(3) Funds held in Trust Accounts or Trust Funds, that are to be used for a specific purpose will receive interest earnings allocation. These include:

- (a) Regional Organized Crime and Narcotics (ROCN)
- (b) Public Guardian
- (c) Drug Forfeiture

(4) Interest will be allocated to Funds created by the Board of County Commissioners that specifically state the funds will earn interest. These include:

- (a) Capital Acquisition Fund
- (b) Capital Improvement Fund

(5) Interest will not be allocated to the Federal/State Program Fund because the majority of the expenditures are on a reimbursement basis from the Grantor Agency, and the General Fund provides the cash flow.

(6) The General Fund will receive the balance of interest earnings. All other Funds that are supported in whole or part by the General Fund will not be allocated interest earnings.

(7) In the event a new fund or account is created, the Finance Director is authorized to make the determination if the fund or account should receive interest. This determination is to be based on the criteria used for the funds in existence at the time this policy is adopted.

(c) The amount of interest allocation will be based on:



(1) The average daily cash balance of the fund. The property tax trust funds average daily cash balance will be reduced by the average daily uncollected funds (float).

(2) The average monthly yield of the County's investment portfolio.

(3) The yield is calculated on a 365-day basis.

(4) An administrative fee of 1% of the earnings will be deducted from the interest earnings allocation prior to distribution.

(5) If the average daily cash balance in a fund is negative and the fund has interest income received, the fund will be debited interest income for the period or periods that the cash balance is negative.

(6) Each month the General Ledger Section is responsible for computing and recording the amount of interest income that is to be allocated to various Funds.

#### 14. The Investment Advisory Board:

(a) The County Chair will appoint the Investment Advisory Board members. The Investment Advisory Board will be composed of five citizen members. These individuals shall be nominated on the basis of their understanding and knowledge of financial markets.

(b) The Investment Advisory Board will meet quarterly to review the County's investment performance and existing investment plan. All such meetings of the Investment Advisory Board will be open and publicized as required by the "Open Meetings Law."

(c) After each meeting of the Investment Advisory Board, the Treasury Manager will prepare and distribute a written report summarizing the meeting to the Chair of the Board, the Board of County Commissioners, the Investment Advisory Board and the Finance Director.

#### 15. Reporting Requirements:

The Treasury Manager will provide the Chair of the Board, the Investment Advisory Board, the Executive Assistant to the Chair, and the Finance Director copies of the monthly Investment Portfolio. At each quarterly Advisory Board meeting the Treasury Manager will provide the Board and the Finance Director a monthly detailed listing of all sales and purchases, with an explanation for the decision to sell or purchase. The Investment Portfolio will be marked-to-market monthly for financial reporting purposes.

#### 16. Indemnity Clause:

The County shall indemnify County Officials and Advisory Board members from personal liability for losses that might occur pursuant to administering this investment policy.

#### 17. Internal Controls:

The Treasury Manager and Treasury staff shall follow the internal controls outlined in the Financial and Budget Policy, Finance Division policies and

procedures, and any policies adopted after this policy is adopted.

**18. Performance Evaluation and Goals:**

The performance of the County's portfolio shall be measured against the performance of the Local Government Investment Pool yield and of 90-day Treasury Bill yields. It is the goal of the County to maintain a yield that is not more than 1/2 percent (.5%) lower than that of the Local Government Investment Pool, and is not less than 1/4 percent (.25%) higher than the 90-day Treasury Bill yield. The County will attempt to compare its yield to Washington County and Clackamas County portfolios.

**19. Investment Policy Adoption:**

(a) The County's investment policy will be reviewed by the Finance Director and Investment Advisory Board for appropriate modifications on an annual basis and submitted to the Oregon Short Term Fund Board. Any comments made by the Oregon Short Term Fund Board will be formally responded to, and any suggestions not implemented will be explained to the Board of County Commissioners.

(b) This policy and any amendments to this policy are to be approved annually by the Board of County Commissioners.

ADOPTED THIS 17th DAY OF October, 1996 by BOARD OF  
COMMISSIONERS, MULTNOMAH COUNTY, OREGON.

**MULTNOMAH COUNTY, OREGON  
INVESTMENT POLICY**

**Financial Institutions  
Addendum "A"**

**Brokerage Firms:**

1. BA Securities, Inc
2. Bear Stearns Inc.
3. Chase Securities, Inc.
4. Dain Bosworth Incorporated
5. Dean Witter Reynolds Inc.
6. Donaldson, Lufkin and Jenrette
7. Merrill Lynch Capital Markets, Inc.
8. Paine Webber Incorporated
9. Prudential Securities, Inc.
10. Sanwa Securities (USA) Co.
11. Seattle Northwest Securities Corp.
12. Smith Barney\*
13. US Bancorp Brokerage

*\*Trading approval for Smith Barney is suspended while an affiliated person serves on the Investment Advisory Board*

**Banks:**

1. Bank of America NT&SA
2. Bank of Tokyo
3. Key Bank
4. Union Bank of California
5. US National Bank of Oregon
6. Wells Fargo Bank NA
7. Albina Community Bank (\$100,000 maximum)
8. American State Bank (\$100,000 maximum)

**Savings and Loans:**

1. None at this time.

**Other:**

1. Oregon Local Government Investment Pool (LGIP)

MULTNOMAH COUNTY, OREGON  
INVESTMENT POLICY

Investment Advisory Board  
Addendum "B"

**Marc Gonzales**, Finance Director  
Clackamas County  
902 Abernethy Road  
Oregon City, OR 97045  
(503) 655-8666, 650-3319  
(503) 650-3478 (Fax)

Term Expires: 6/30/99  
First Term

**Judy Homer**  
Cash & Debt Management, City of Gresham  
1333 NW Eastman Parkway  
Gresham, OR 97030  
(503) 669-2371  
(503) 661-6073 (Fax)

Term Expires: 6/30/99  
Second Term

**Thomas Landye**, Senior Partner  
Copeland, Landye, Bennett and Wolf  
300 First Interstate Tower  
Portland, OR 97201  
(503) 224-4100  
(503) 224-4133 (Fax)

Term Expires: 6/30/97  
First Term

**George Scherzer**, First Vice President  
Smith Barney  
200 SW Market, Suite 1200  
Portland, OR 97201  
(503) 221-7640, 221-7627  
(503) 221-7647 (Fax)

Term Expires: 6/30/99  
Fourth Term

**Howard Shapiro**  
American Bank Building  
621 SW Morrison #600  
Portland, OR 97205  
(503) 222-6613

Term Expires: 6/30/97  
First Term

Staff: David Boyer, Finance Director  
Harry Morton, Treasury Manager

(503) 248-3903  
(503) 248-3290

MULTNOMAH COUNTY, OREGON  
INVESTMENT POLICY

Staff Authorizations  
Addendum "C"

Single Signature

David A. Boyer, Finance Director (Full Authorization)

Harry S. Morton, Treasury Manager (Full Authorization)

Dual Signature (Requires Second Signature)

Cliff Pengra, Treasury Specialist 2 (Dual Authorization)

Calvin J. Smith, Treasury Specialist 2 (Dual Authorization)

MEETING DATE: MAR 20 1997

AGENDA NO: R-4

ESTIMATED START TIME: 10:00am

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Resolution authorizing condemnation and immediate possession of real property necessary to complete permanent slide damage repairs to SW Scholls Ferry Road.

**BOARD BRIEFING**      *Date Requested:* \_\_\_\_\_  
                                 *Requested by:* \_\_\_\_\_  
                                 *Amount of Time Needed:* \_\_\_\_\_

**REGULAR MEETING:**      *Date Requested:* March 20, 1997  
                                 *Amount of Time Needed:* 5 Minutes

**DEPARTMENT:** Environmental Services      **DIVISION:** Transportation & Land Use Planning

**CONTACT:** Bob Thomas      **TELEPHONE #:** 248-3838

**BLDG/ROOM #:** 425

**PERSON(S) MAKING PRESENTATION:** Bob Thomas

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER


**SUGGESTED AGENDA TITLE:**

*Resolution authorizing condemnation of property necessary to complete permanent slide damage repairs to SW Scholls Ferry Road.*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

**OR**

**DEPARTMENT MANAGER:** 

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions:**      Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR 13 AM 9:06  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION AND LAND USE PLANNING DIVISION  
1620 SE 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Larry Nicholas 

**TODAY'S DATE:** February 27, 1997

**REQUESTED PLACEMENT DATE:** March 20, 1997

**RE:** Approval of Resolution Considering Condemnation and Immediate Possession of  
Parcels of Land for Emergency Road Repairs to SW Scholls Ferry Road.

**I. Recommendation/Action Requested:**

The Transportation and Land Use Planning Division seeks approval of a resolution requesting consideration to begin public condemnation and gain immediate possession of real property for road construction purposes.

**II. Background/Analysis:**

The Transportation and Land Use Planning Division is proceeding with plans to repair slide damage to SW Scholls Ferry Road, north of SW Patton Road. In order to make the necessary repairs, the County must purchase portions of several existing parcels. Multnomah County has begun actively pursuing the purchase of these properties.

Properties described in the resolution are vital to construct repairs to the roadway and must be in Multnomah County's possession at the earliest possible date. If we are unable to secure the properties through binding offers, then condemnation will be necessary.

III. Financial Impact:

Funds will be deposited in court to cover legal expenses of the condemnation proceedings. These funds will be deposited from current Road Fund assets.

IV. Legal Issues:

If a public entity is unable to reach agreement with the owner of property deemed necessary for construction or easement, Oregon State Law authorizes state, county and city governments to condemn property under the Eminent Domain Procedures in ORS CH 35.

V. Controversial Issues:

If Multnomah County is unable to reach a negotiated settlement for sale, condemnation proceedings will be necessary.

VI. Link to Current County Policies:

This roadway is a vital link for motorists driving in the SW portion of Portland and those accessing to and from Beaverton. Without these repairs, the County will not be able to reopen the roadway. Multnomah County has been working with property owners to reach an agreement to allow for construction to proceed. This condemnation will be used as a last resort, if necessary, to return the roadway to a safe useable condition.

VII. Citizen Participation:

Multnomah County is negotiating with the property owners.

VIII. Other Government Participation:

By agreement, the City of Portland maintains SW Scholls Ferry Road at this location. Multnomah County is responsible for any capital improvement projects required.



## **BOGSTAD Deborah L**

---

**From:** THOMAS John S  
**Sent:** Wednesday, March 19, 1997 3:31 PM  
**To:** #CHAIR'S OFFICE; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4  
**Subject:** Scholls Ferry Road Condemnation Resolution

I have had several inquiries about this matter. We have been negotiating with two owners for weeks to get access to the property to construct the needed improvements to reopen Scholls Ferry Road. The condemnation resolution was put on the Board agenda because we did not have an agreement in hand and we needed authorization to condemn to obtain possession of the property by court order. It was removed from the agenda last week because we thought we had an agreement in hand. After we pulled the item, the owner made a new demand and it appeared again that we would not reach agreement. We therefore put the matter back on the Board agenda. Since that time, we were successful in negotiating an agreement to go on the property and build the necessary road improvements.

However, we do not have an agreement on compensation to be paid for the permanent and temporary easements we are taking on these properties. We have agreed to mediate this issue and are arranging a date for mediation in April. I will appear at the Board tomorrow and ask that this item be postponed to a date certain approximately one week after our scheduled mediation session. If mediation does not produce an agreement on compensation, we will need to condemn to have that issue determined at trial. I am reasonably confident that we will reach agreement in mediation.

Please get back to me with additional questions.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of the Acquisition	)	
of Certain Properties for the repair	)	RESOLUTION
of SW Scholls Ferry Road.	)	

The above-entitled matter is before the Board to consider the condemnation and immediate possession by Multnomah County of the real property hereinafter described for the purpose of repairing slide damage to SW Scholls Ferry Road and preventing recurrence of such damage; and

It appearing that SW Scholls Ferry Road has been closed due to slide damage; and

It appearing that SW Scholls Ferry Road is a vital transportation link; and

It appearing that the project to repair the slide damage and prevent recurrence of such damage has been planned and located in a manner which is most compatible with the greatest public good and the least private injury; and

It appearing that the real property hereinafter described is necessary for construction to repair slide damage to SW Scholls Ferry Road and prevent recurrence of such damage; and

It appearing that it is necessary to acquire immediate possession of the property hereinafter described to allow construction to proceed and be completed on schedule, within budgetary limitations, and to allow the road to be opened at the earliest possible date, now, therefore,

BE IT RESOLVED by the Board of County Commissioners of Multnomah County that Multnomah County, by this Resolution, does hereby declare its intent to acquire said real property for the purposes herein above specified situated in the County of Multnomah, State of Oregon, and described on Exhibit A attached hereto.

BE IT RESOLVED by the Board of County Commissioners as follows:

1. That the Board does hereby find and declare that it is necessary to acquire the property described herein for construction of improvements to repair slide damage to Scholls Ferry Road and prevent recurrence of such damage; and
2. That in the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is hereby authorized and directed to commence and prosecute to final determination such proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules, and regulations governing such acquisition; and

3. That upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is hereby authorized; and
4. That the Board hereby finds that it is necessary to obtain immediate possession of such property to allow construction to proceed and be completed on schedule and within budgetary limitations and to reopen the road at the earliest possible date; and
5. Legal counsel is hereby authorized and directed to take such action in accordance with law to obtain immediate possession of the property; and
6. That there is hereby authorized the creation of a fund in the amount of the estimate of just compensation for each such property, which shall, upon obtaining possession of each such property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the fund of the County in such sum for deposit.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:

SANDRA N. DUFFY, ACTING COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
John S. Thomas  
Assistant County Counsel

**PERMANENT DRAINAGE EASEMENT (DESCRIPTION)**

A tract of land situated in the West One-half of the Northwest One-quarter of Section 7, T1S, R1E, W.M., in the County of Multnomah and the State of Oregon, being more particularly described as follows:

Beginning at an iron rod at the Northeast corner of Lot 17, ARGENT SUBDIVISION, recorded on December 13, 1973, in Book 1204, Page 93, Multnomah County Plat Records; thence N62°55'20"W along the northerly line of said Lot 17, a distance of 157.72 feet to an iron rod being the northwesterly corner of Lot 17; thence S32°34'49"W along the westerly line of said Lot 17, a distance of 35.16 feet to a point; thence S62°55'20"E, a distance of 25.12 feet to a point; thence N32°34'49"E, a distance of 25.12 feet to a point being 10.00 feet southwesterly, when measured at right angles to the northerly line of said Lot 17; thence S62°55'20"E, a distance of 132.60 feet to a point on the northwesterly right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202; thence N32°35'E along said right-of-way line, a distance of 10.05 feet to the point of beginning.

Containing 2,205 square feet, more or less.

As shown on attached EXHIBIT "A", herein made a part of this description.

PERMANENT SLOPE EASEMENT (DESCRIPTION)

A tract of land situated in the West One-half of the Northwest One-quarter of Section 7, T1S, R1E, W.M., in the County of Multnomah and the State of Oregon, begin more particularly described as follows:

Beginning at an iron rod at the Northeast corner of Lot 17, ARGENT SUBDIVISION, recorded on December 13, 1973, in Book 1204, Page 93, Multnomah County Plat Records; thence  $N62^{\circ}55'20''W$  along the northerly line of said Lot 17, a distance of 50.23 feet to a point; thence  $S32^{\circ}35'W$  along a line being parallel to and 80.00 feet westerly, when measured at right angles to the centerline of S.W. Scholls Ferry Road, County Road No. 1202, a distance of 30.00 feet to a point; thence continuing parallel to said county road centerline, along an arc of a 438.10 foot radius curve to the left, the chord of which bears  $S30^{\circ}31'07''W$ , 31.57 feet, through a central angle of  $4^{\circ}07'47''$ , an arc length of 31.58 feet to a point; thence  $S61^{\circ}32'47''E$ , a distance of 50.00 feet to a point on the westerly right-of-way line of said S.W. Scholls Ferry Road; thence along the westerly right-of-way line of said County Road No. 1202, along the arc of a 388.10 foot radius curve to the right, the chord of which bears  $N30^{\circ}31'07''E$ , 27.97 feet, through the central angle of  $4^{\circ}07'47''$ , an arc length of 27.97 feet to a point; thence  $N32^{\circ}35'E$ , a distance of 34.82 feet to the point of beginning.

Containing 3,109 square feet, more or less.

As shown on attached EXHIBIT "A", herein made a part of this description.

TEMPORARY CONSTRUCTION EASEMENT

A tract of land situated in the West One-half of the Northwest One-quarter of Section 7, T1S, R1E, W.M., in the County of Multnomah and the State of Oregon, being more particularly described as follows:

Beginning at an iron rod at the Southeast corner of Lot 17, ARGENT SUBDIVISION, recorded on December 13, 1973, in Book 1204, Page 93, Multnomah County Plat Records; thence along the westerly right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202, along the arc of a 388.10 foot radius curve to the right, the chord of which bears N25°54'58"E, 34.37 feet, through the central angle of 5°04'30", an arc length of 34.38 feet to a point; thence N61°32'47"W, a distance of 50.00 feet to a point being 80.00 feet, when measured at right angles to the centerline of said S.W. Scholls Ferry Road; thence along the arc of a 438.10 foot radius curve to the right, along a line being 80.00 feet distant, when measured at right angles to the centerline of said S.W. Scholls Ferry Road, through the central angle of 4°07'47", the chord of which bears N30°31'07"E, 31.57 feet, an arc length of 31.58 feet to a point; thence continuing parallel to the centerline of said county road N32°35'E, a distance of 30.00 feet to a point on the northerly line of said Lot 17; thence N62°55'20"W along the North line of Lot 17, a distance of 82.37 feet to a point; thence S32°34'49"W, a distance of 35.16 feet to a point; thence S61°22'38"E, a distance of 62.22 feet to a point; thence parallel to and 100.00 feet distant from the centerline of said county road, along the arc of a 458.10 foot radius curve to the left, through a central angle of 11°41'17", the chord of which bears S25°38'34"W, 93.29 feet, an arc length of 93.45 feet, to a point on the South line of said Lot 17; thence along said South line S89°06'24"E, a distance of 74.79 feet to the point of beginning.

Containing 4,856 square feet, more or less.

As shown on the attached EXHIBIT "A", herein made a part of this description.

PHJS1092.DESCRPTION

NO SCALE

N.W. 1/4 SEC. 7  
T1S, R1E, W.M.

EXHIBIT "A"

R-03560-0180  
PLATA, GERHARD  
30 NW 95TH AVE.  
PORT. OR. 97229  
PB-1777/1368 AQ-84

PERM. DRAINAGE EASE.

PERM. SLOPE EASE.

R-03560-0160  
SCHICT, GERHARD & IRENE  
B S G CO.  
30 N.W. 95TH AVE.  
PORT. OR. 97229  
BP-941/1272 AQ-73

TEMP. CONST. EASE.

PC = 36+69.191

PT = 34+25.920

**PERMANENT SLOPE EASEMENT (DESCRIPTION)**

A tract of land situated in the West One-half of the Northwest One-quarter of Section 7, T1S, R1E, W.M., in the County of Multnomah and the State of Oregon, being more particularly described as follows:

Beginning at an iron rod at the Southeast corner of Lot 18, ARGENT SUBDIVISION, recorded on December 13, 1973, in Book 1204, Page 93, Multnomah County Plat Records; thence N32°35'E along the West right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202, a distance of 69.38 feet to a point; thence N57°25'W, a distance of 50.00 feet to a point being 80.00 feet westerly, when measured at right angles to the centerline of S.W. Scholls Ferry Road; thence S32°35'W parallel to said centerline, a distance of 74.19 feet, to a point on the southerly line of said Lot 18; thence S62°55'20"E along the southerly line of Lot 18, a distance of 50.23 feet to the point of beginning.

Containing 3,589 square feet, more or less.

As shown on attached EXHIBIT "A", herein made a part of this description.

**TEMPORARY CONSTRUCTION EASEMENT (DESCRIPTION)**

A tract of land situated in the West One-half of the Northwest One-quarter of Section 7, T1S, R1E, W.M., in the County of Multnomah and the State of Oregon, being more particularly described as follows:

Commencing at an iron rod at the Southeast corner of Lot 18, ARGENT SUBDIVISION, recorded on December 13, 1973, in Book 1204, Page 93, Multnomah County Plat Records; thence N32°35'E along the West right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202, a distance of 69.38 feet to a point being the point of beginning of the tract to be described; thence continuing along the



## S.W. SCHOLLS FERRY ROAD DESCRIPTIONS

West right-of-way line of S.W. Scholls Ferry Road, N32°35'E, a distance of 55.62 feet to a point; thence N57°25'W, a distance of 70.00 feet to a point being 100.00 feet westerly, when measured at right angles to the centerline of S.W. Scholls Ferry Road; thence S32°35'W parallel to said centerline, a distance of 131.75 feet, to a point on the southerly line of said Lot 18; thence S62°55'20"E along the southerly line of Lot 18, a distance of 20.09 feet to a point; thence N32°35'E parallel to the centerline of said S.W. Scholls Ferry Road, a distance of 74.19 feet to a point; thence S57°25'E, a distance of 50.00 feet to the point of beginning.

Containing 5,397 square feet, more or less.

As shown on attached EXHIBIT "A", herein made a part of this description.

PHJS1093.DES

NO SCALE

N.W. 1/4 SEC. 7  
T1S, R1E, W.M.

EXHIBIT "A"

R-03560-0180  
PLATA, GERHARD  
30 NW 95TH AVE.  
PORT. OR. 97229  
PB-1777/1368 AQ-84

TEMP. CONST. EASE.

PERM. SLOPE EASE.

R-03560-0160  
SCHICT, GERHARD & IRENE  
B S G CO.  
30 N.W. 95TH AVE.  
PORT. OR. 97229  
BP-941/1272 AQ-73

S.W. SCHOLLS FERRY RD.

PC = 36+69/191

PT = 34+78/928

SLOPE and DRAINAGE EASEMENT

J. ROBERT ALVIS III and LUCINDA R. ALVIS convey to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, a perpetual easement for the construction and maintenance of slope and drainage facilities through, over, under, along and within the following described parcel of land:

A parcel of land situated in the Northwest One-quarter of Section 7, T1S, R1E, W.M., Multnomah County, Oregon, more particularly described as follows:

Commencing at the most westerly corner of Lot 3, BEJA'S ACRES, a subdivision recorded on September 11, 1969, in Book 1201, Page 12, Multnomah County Plat Records, said point being on the easterly right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202, being 30.00 feet southeasterly when measured at right angles to Engineers Centerline Station 35+63.13; thence N 32°35'00" E along said Southeast right-of-way line, a distance of 38.13 feet to the point of beginning of the tract being described; thence N 32°35'00" E continuing along said Southeast right-of-way line, a distance of 98.07 feet to a point; thence continuing along said Southeast right-of-way line, along an arc of a 379.30 foot radius curve to the right, through the central angle of 10°46'06", the chord of which bears N 37°58'03" E, 71.18 feet, an arc length of 71.29 feet to a point; thence leaving said Southeast right-of-way line S 46°38'54" E, a distance of 25.00 feet to a point being 55.00 feet southeasterly when measured at right angles to the centerline of said S.W. Scholls Ferry Road; thence parallel to and 55.00 feet distant from said centerline, southwesterly along an arc of a 354.30 foot radius curve to the left, through the central angle of 10°46'06", the chord of which bears S 37°58'03" W, 66.49 feet, an arc length of 66.59 feet to a point; thence S 32°35'00" W, a distance of 98.07 feet to a point; thence N 57°25'00" W, a distance of 25.00 feet to the point of beginning.

AFTER RECORDING, RETURN TO:  
Patrick Hinds/Bldg. #425

FOR TAX STATEMENTS:  
Multnomah County  
Transportation Division  
1620 SE 190th Avenue  
Portland OR 97233

S.W. SCHOLLS FERRY ROAD  
North of S.W. Canyon Road  
Item No. 97-2  
January 8, 1997  
Page 2

Containing 4,161 square feet, more or less.

As shown on attached EXHIBIT "A", herein made a part of this document.

It is understood and agreed that no buildings shall be erected upon said easement without the written consent of the Board of County Commissioners.

The true and actual consideration for this conveyance is \$0.00.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

By \_\_\_\_\_  
J. ROBERT ALVIS, III/Grantor

By \_\_\_\_\_  
LUCINDA R. ALVIS/Grantor

STATE OF \_\_\_\_\_ County of \_\_\_\_\_

SIGNED BEFORE ME \_\_\_\_\_, 19\_\_, personally appeared the above-named

\_\_\_\_\_ who acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act.

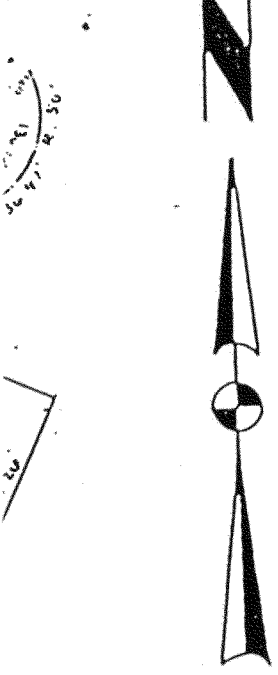
\_\_\_\_\_  
Notary Public for said State

My Commission expires \_\_\_\_\_, \_\_\_\_\_

REVIEWED:

\_\_\_\_\_  
SANDRA N. DUFFY  
Acting County Counsel  
for Multnomah County, Oregon

PHJS1047.EAS



KIRIT S. SHAH and  
RUPA K. SHAH

S.W. SCHOLLS FERRY ROAD  
South of Highway 26  
Item No. 97-23  
February 20, 1997

### DRAINAGE EASEMENT (DESCRIPTION)

A strip of land situated in the Northwest One-quarter of Section 7, T1S, R1E, W.M., Multnomah County, Oregon, more particularly described as follows:

Beginning at a ½ inch iron pipe on the West line of Lot 4, BEJA'S ACRES, a subdivision recorded in Book 1201, Page 12, on September 11, 1969, Multnomah County Plat Records, said point also being on the East right-of-way line of S.W. Scholls Ferry Road, County Road No. 1202, being 30.00 feet easterly when measured at right angles to Legal Centerline Station P.C.36+69.02; thence N32°35'E along said East right-of-way line, a distance of 13.96 feet to a point; thence N69°02'25"E, a distance of 41.91 feet to a point; thence S20°57'35"E, a distance of 15.00 feet to a point; thence S69°02'25"W, a distance of 61.90 feet to a point on the East right-of-way line of said S.W. Scholls Ferry Road, being 30.00 feet easterly when measured at right angles to the centerline thereof; thence northeasterly along an arc of a 328.10 foot radius curve to the right, through the central angle of 1°55'37", the chord of which bears N31°37'12"E, 11.03 feet, an arc length of 11.03 feet to the point of beginning.

Containing 780 square feet, more or less.

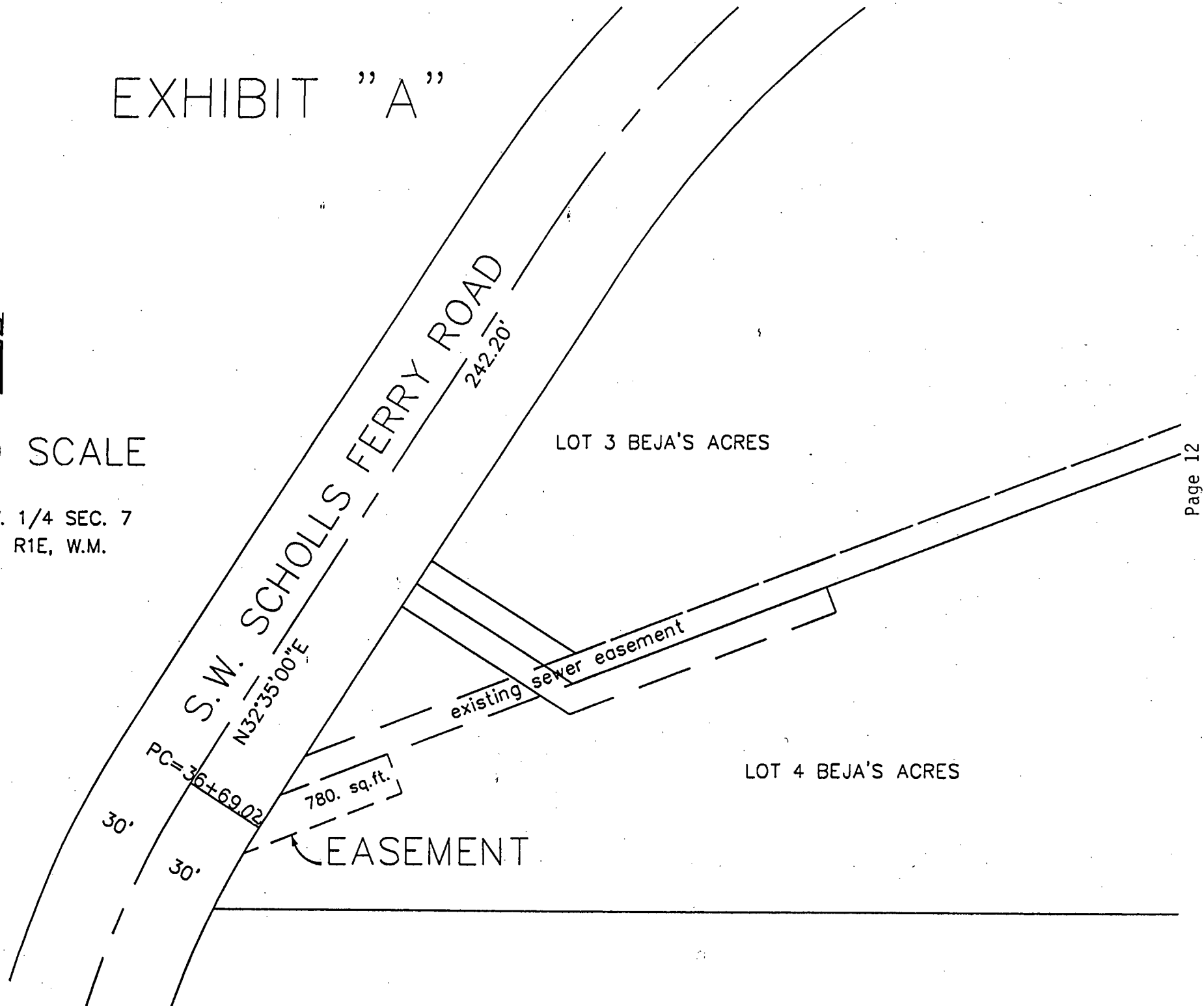
As shown on attached EXHIBIT "A", herein made a part of this document.

# EXHIBIT "A"



NO SCALE

N.W. 1/4 SEC. 7  
T1S, R1E, W.M.



BUDGET MODIFICATION NO. DJJS4, as amended

[For Clerk's Use] Meeting Date

MAR 20 1997

Agenda # R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

DEPARTMENT: Juvenile Justice Services  
CONTACT: Meganne Steele

DIVISIONS: Counseling/Court Svcs et al  
Telephone: 248-3961

\*NAME[S] OF PERSON MAKING PRESENTATION TO BOARD: Bill Morris

SUGGESTED AGENDA TITLE [To assist in preparing a description for the printed agenda]

The Department of Juvenile Justice Services Budget Modification DJJS4, as amended, adds \$250,000 in Criminal Justice Truancy Diversion Program grant dollars to fund staff and contracted services to youth.

2. DESCRIPTION OF MODIFICATION [Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is increased or reduced? Attach additional information if you need more space].

This budget modification adds new grant money to Counseling and Court Services, Department Management and Support Services divisions. The money funds a Juvenile Counselor and outreach worker, contractual services, and program operational supplies. The grant covers its own Indirect Cost support.

The grant-funded Professional Services total of \$8,017 pays a portion of the summer staffing of the Mentor Program. The match to this grant pays the remaining portion of the mentors and an MSW student to manage the summer program; salaries for 1.5 teachers; 5% of a clinical supervisor's salary; and a portion of the space and telephone cost associated with staffing for the program.

No funds will be spent on program incentives.

3. REVENUE IMPACT [Explain revenues being changed and the reason for the change]

- Increases Federal/State Fund 156, Revenue Code 2119, by \$250,000.
- Increases Insurance reimbursement from Federal/State by \$10,390.
- Increases Contingency, via Indirect Cost, by \$7,091.

4. CONTINGENCY STATUS [to be completed by Finance/Budget]

Contingency before this modification [as of \_\_\_\_\_ \$ \_\_\_\_\_]  
[Specify Fund] [Date]

After this modification \$ \_\_\_\_\_

Sharon H. Egan 3-25-97 M. Stead 3-25-97  
[Originated By] [Date] [Department Manager] [Date]  
Karlene Dargatz 3-26-97  
[Finance/Budget] [Date] [Employee Relations] [Date]  
Deborah Coates 3/20/97  
[Board Approval] [Date]

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 MAR 26 PM 1:30



DEPARTMENT OF JUVENILE JUSTICE SERVICES  
EXPENDITURE / REVENUE DETAIL FOR BUD MOD #: DJJS 4  
DOCUMENT NUMBER: ACTION:

FUND	AGCY	ORG	ACT	REPT CATEG	OBJ CODE	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
156	012	2705		JJTP	6310			4,771		Educ/Training
156	012	2705		JJTP	7100			272		Indirect Cost
									5,043	Total Org 2705
156	012	2712		JJTP	8400			2500		Equipment
									2,500	Total Org 2712
156	012	2713		JJTP	6230			300		Supplies
156	012	2713		JJTP	7100			17		Indirect Cost
									317	Total Org 2713
156	012	2741		JJTP	6060			132,461		Pass Thru Pay
156	012	2741		JJTP	6110			8,017		Professional Svcs
156	012	2741		JJTP	6130			560		Utilities
156	012	2741		JJTP	6170			5,269		Rent
156	012	2741		JJTP	7100			1,718		Indirect Cost
									148,025	Total Org 2741
156	012	2755		JJTP	5100			62,674		Permanent
156	012	2755		JJTP	5500			11,032		Salary Related
156	012	2755		JJTP	5550			10,390		Insurance
156	012	2755		JJTP	6330			2,935		Local Travel
156	012	2755		JJTP	7100			5,084		Indirect Cost
156	012	2755		JJTP	7150			2,000		Telephone
									94,115	Total Org 2755
									250,000	TOTAL ORG 2700
400	070	7520			6520			10,390		Insurance
100	012	9120			7700			7,091		Indirect Cost
									17,481	TOTAL INTERNAL
									267,481	TOTAL EXPENSE

FUND	AGCY	ORG	ACT	REPT CATEG	REV SO.	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
156	012	2705		JJTP	2119			5,043		Drug Div
156	012	2710		JJTP	2119			2,817		Drug Div
156	012	2740		JJTP	2119			242,140		Drug Div
									250,000	TOTAL ORG 2700
400	070	7520			6602			10,390		Insurance
100	075	7410			6602			7,091		Indirect
									17,481	TOTAL INTERNAL
									267,481	TOTAL REVENUE

DEPARTMENT OF JUVENILE JUSTICE SERVICES  
PERSONNEL DETAIL FOR BUD MOD NO. DJJS 4

5. ANNUALIZED PERSONNEL CHANGES

FUND	AGCY	ORG	FTE	JCN	POSITION TITLE	BASE PAY	SAL REL	INSUR	TOTAL
156	012	2755	1.00	6272	Juv Counselor	33,074	5,791	3,408	42,273
156	012	2755	1.00	6273	Juv Counselor Asst	29,600	5,241	6,982	41,823
			2.00		TOTAL	62,674	11,032	10,390	84,096

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

FUND	AGCY	ORG	FTE	JCN	POSITION TITLE	BASE PAY	SAL REL	INSUR	TOTAL
156	012	2755	1.00	6272	Juv Counselor	33,074	5,791	3,408	42,273
156	012	2755	1.00	6273	Juv Counselor Asst	29,600	5,241	6,982	41,823
									0
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			2.00		TOTAL	62,674	11,032	10,390	84,096

BUDGET MODIFICATION NO. DJJS4

[For Clerk's Use] Meeting Date

MAR 20 1997

Agenda # R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: \_\_\_\_\_

DEPARTMENT: Juvenile Justice Services  
CONTACT: Meganne Steele

DIVISIONS: Counseling/Court Svcs et al  
Telephone: 248-3961

\*NAME[S] OF PERSON MAKING PRESENTATION TO BOARD: Bill Morris

SUGGESTED AGENDA TITLE [To assist in preparing a description for the printed agenda]

The Department of Juvenile Justice Services Budget Modification DJJS4 adds \$250,000 in Criminal Justice Truancy Diversion Program grant dollars to fund staff and contracted services to youth.

2. DESCRIPTION OF MODIFICATION [Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is increased or reduced? Attach additional information if you need more space].

This budget modification adds new grant money to Counseling and Court Services, Department Management and Support Services divisions. The money funds a Juvenile Counselor and outreach worker, contractual services, and program operational supplies. The grant covers its own Indirect Cost support.

3. REVENUE IMPACT [Explain revenues being changed and the reason for the change]

- Increases Federal/State Fund 156, Revenue Code 2119, by \$250,000.
- Increases Insurance reimbursement from Federal/State by \$10,390.
- Increases Contingency, via Indirect Cost, by \$7,091.

4. CONTINGENCY STATUS [to be completed by Finance/Budget]

\_\_\_\_\_ Contingency before this modification [as of \_\_\_\_\_ \$ \_\_\_\_\_  
[Specify Fund] [Date]

After this modification \$ \_\_\_\_\_

Meganne Steele 1-22-97 Meganne Steele 1-22-97  
[Originated By] [Date] [Department Manager] [Date]

Karyne Dargatz 3-13-97 \_\_\_\_\_  
[Finance/Budget] [Date] [Employee Relations] [Date]

\_\_\_\_\_  
[Board Approval] [Date]

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
97 MAR 13 PM 2:37

DEPARTMENT OF JUVENILE JUSTICE SERVICES  
EXPENDITURE / REVENUE DETAIL FOR BUD MOD #: DJJS 4  
DOCUMENT NUMBER: ACTION:

FUND	AGCY	ORG	ACT	REPT CATEG	OBJ CODE	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
156	012	2705		JJTP	6310			4,771		Educ/Training
156	012	2705		JJTP	7100			272		Indirect Cost
									5,043	Total Org 2705
156	012	2712		JJTP	8400			2500		Equipment
									2,500	Total Org 2712
156	012	2713		JJTP	6230			300		Supplies
156	012	2713		JJTP	7100			17		Indirect Cost
									317	Total Org 2713
156	012	2741		JJTP	6060			132,461		Pass Thru Pay
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100	075	7410			6602			7,091		Indirect
									17,481	TOTAL INTERNAL
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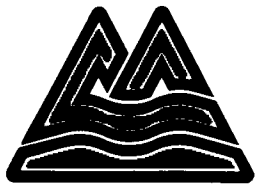
DEPARTMENT OF JUVENILE JUSTICE SERVICES  
PERSONNEL DETAIL FOR BUD MOD NO. DJJS 4

5. ANNUALIZED PERSONNEL CHANGES

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# MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE SERVICES  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3460  
TDD 248-3561

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ELYSE CLAWSON, DIRECTOR  
JUVENILE AND ADULT COMMUNITY JUSTICE

DATE: March 12, 1997

RE: Department of Juvenile And Adult Community Justice request for budget modification approval

### I. Recommendation/Action Requested:

Approval for budget modification to add \$250,00 in Grant funding from Criminal Justice Services, to fund the Department's Truancy Reduction Program which includes Department staff and contracted services to youth.

### II. Background/Analysis:

A recent Rand Corporation longitudinal study suggested keeping kids in school was the best way to avoid juvenile delinquency. In keeping with that study and recent Oregon law seeking to hold parents responsible for the behavior of their children, Portland Public Schools, the Multnomah County Department of Juvenile And Adult Community Justice, and a host of other community agencies have joined together in a collaborative effort to stop truancy among fourth, fifth and sixth graders and ninth graders in the Roosevelt Portland Public School cluster.

The money funds a Juvenile Counselor and Outreach worker, contractual services, and program operational supplies. The Grant covers its own Indirect Cost support.

### III. Financial Impact:

The Grant amount is \$250,000 annually for four (4) years

IV. Legal Issues:

None

V. Controversial Issues:

The Grant includes an incentive provision for school attendance that has generated public controversy.

VI. Link to Current County Policies:

The Truancy Reduction Program benchmarks supports Multnomah County's priority benchmarks for high school completion and reducing crime.

VII. Citizen Participation:

North Portland Family Center, Roosevelt Community & Family Resource Center and the Columbia Villa Community & Family Resource Center have been extensively involved in the designing of the program.

VIII. Other Government Participation:

Portland Public School and Oregon State Health Department are partners with Multnomah County Department of Juvenile And Adult Community Justice in this program.

TO: Board of County Commissioners  
FROM: Department of Juvenile and Adult Community Justice  
DATE: March 20, 1997  
RE: Truancy Reduction Incentive Program

## PROPOSAL

The implementation of the incentive portion of the Truancy Reduction Program is proposed as follows:

1. Do a shortened incentive program in James John and Rigler Grade Schools during the remainder of the 1997 school year with parents of fourth and fifth grade youth from James John and Rigler who have been identified with chronic attendance problems.

Procedures will include:

- A) parent(s) will receive 1 point for every half day of their child's school attendance, 3 points for a full day attendance, and 20 points for a whole week's attendance.
  - B) a tardy will count as non-attendance and absences, whether excused or unexcused will be counted as non-attendance. Only exception is illness verified by school staff, which will be counted as attendance.
  - C) A range of family-oriented coupon and vouchers will be offered. At the end of the week, points will be redeemable for coupons of comparable value, or may be saved toward a higher coupon value.
2. Recruit local businesses to participate in the incentive program through actively soliciting their participation through use of vouchers and coupons.
  3. After school is out in June, do focus groups with those families who participated in the incentive program to hear their reaction to the program and what was successful and what wasn't.
  4. Using the information provided from the focus groups and from further research on incentives, develop a plan for the beginning of next school year that will include incentives both for attendance and for attendance and achievement and compare the groups.
  5. Present a developed incentive plan for the coming year to the Board in late summer for consideration.



MEETING DATE: MAR 20 1997

AGENDA NO: B-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: OREGON DOMESTIC VIOLENCE COUNCIL

BOARD BRIEFING Date Requested: MARCH 20, 1997

Amount of Time Needed: 20 minutes

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: DCFS DIVISION: RMI

CONTACT: CHIQUITA ROLLINS TELEPHONE #: x27806  
BLDG/ROOM #: 166/7

PERSON(S) MAKING PRESENTATION: JOANNE FULLER, CHIQUITA ROLLINS

**ACTION REQUESTED:**

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

**SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):**

The Oregon Domestic Violence Council, after two years of work, has published "A Collaborative Approach to Domestic Violence, Oregon Protocol Handbook." The Handbook includes protocols, guidelines and standards for local domestic violence councils, the use of mediation in family law, school-based programs, courts, law enforcement, and batterers intervention programs. Multnomah County has the opportunity to incorporate concepts and standards in their existing and new programs.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Lolynz Boema

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

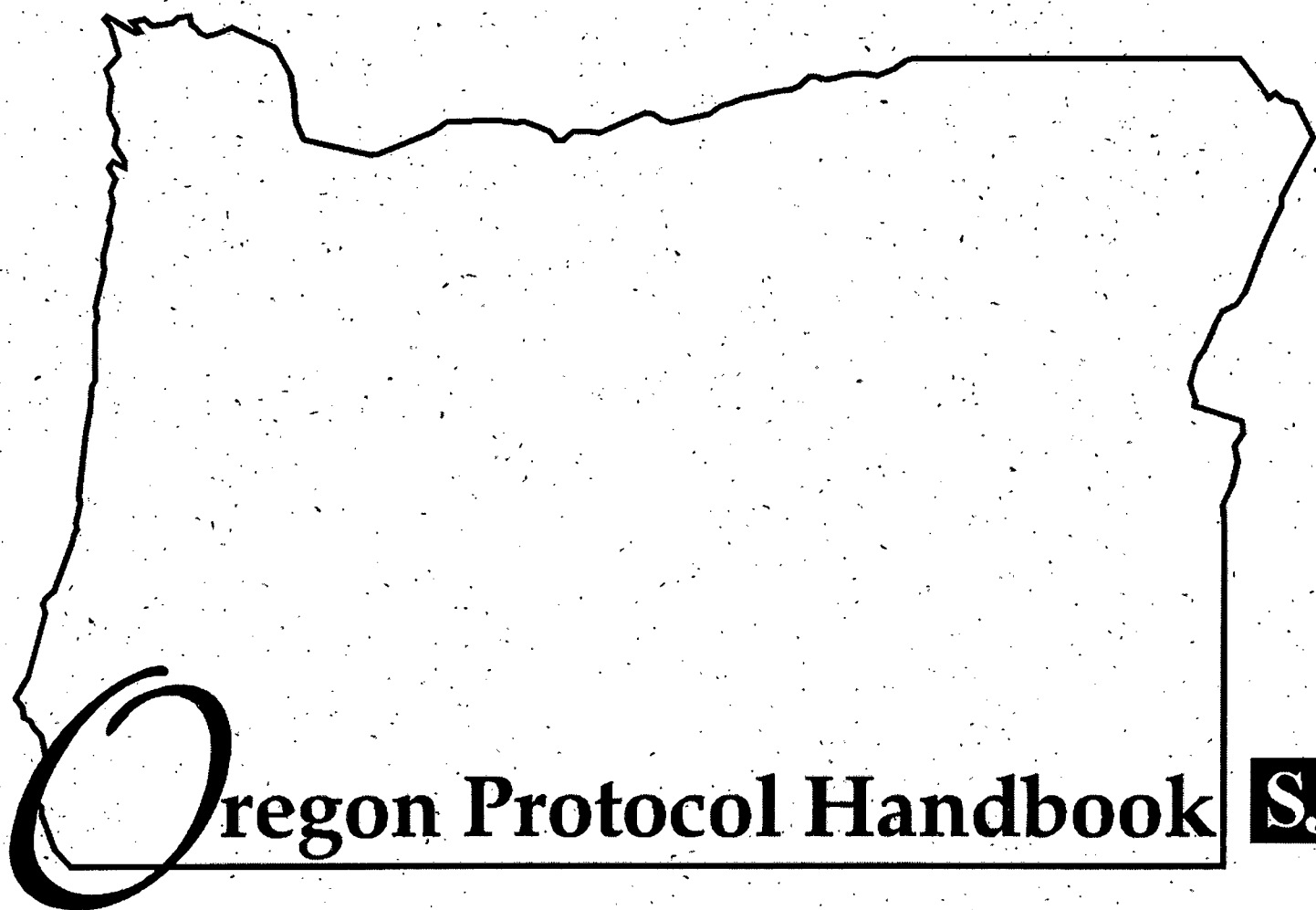
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

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6/93

BOARD OF  
COUNTY COMMISSIONERS  
97 MAR -7 PM 2:13  
MULTNOMAH COUNTY  
OREGON

A Collaborative  
Approach to  
**Domestic  
Violence**



**Oregon Protocol Handbook**

**SJI**

# Oregon Domestic Violence Council Membership

**Judith Armatta, Esq.**  
Oregon Coalition Against Domestic  
and Sexual Violence

**Ruth Ascher**  
Oregon Health Division  
Office of Multicultural Health

**The Honorable Richard Barron**  
Coos County Circuit Court

**Doreen Binder**  
Transition Projects

**Eileen Brennan/Kevin Corcoran**  
Regional Research Institute, PSU

**B. Elizabeth Britton, RN, MSW**  
Oregon Health Sciences University  
School of Nursing

**Representative Kate Brown**  
Oregon State Legislature  
District 13

**Cynthia Butts**  
YWCA Young Families Program

**Dave Butzer**  
Portland Police Bureau

**Jeanne Carnini**  
Klamath Crisis Center

**Donald W. Christensen**  
Oregon State Police

**Victor Congleton**  
Child Protective/  
Family Treatment Services  
Dept. of Human Resources

**Janice Frey-Angel**  
Jewish Family and Child Services

**Joanne Fuller**, Council President  
Multnomah County Department of  
Juvenile Justice Services

**Elaine Grannis**  
Consultant, Portland Public Schools

**Ramona Greene-Baez**  
Victims Assistance Program  
Confederated Tribes of Warm Springs

**Gwendolyn Griffith, Esq.**  
Council Secretary  
Willamette University School of Law

**Janay Ann Haas, Esq.**  
Oregon Legal Services

**Senator Jeannette Hamby**  
Oregon State Legislature  
District 5

**The Honorable Stephen B. Herrell**  
Council Vice President  
Multnomah County Circuit Court

**Esther Jackson**  
Women's Crisis Support Team

**Annette Jolin, Ph.D.**  
Portland State University

**Barbara Limandri, RN, Ph.D.**  
Oregon Health Sciences University  
School of Nursing

**RoseMary Lyons**  
Multnomah County Court  
Family Services

**Margi McCue**  
Consultant

**Floy Pepper**  
Portland Public Schools  
Multicultural/Multiethnic Task Force

**Richard M. Reese**  
Rotary Club of Portland

**Kao Rhiannon, Ph.D.**  
Licensed Clinical Psychologist

**The Honorable Roosevelt Robinson**  
Multnomah County Circuit Court

**Sheriff Stan Robson**  
Benton County Sheriff

**Nelly Rodriquez**  
Oregon Latina Association  
Portland Women's Crisis Line

**Chiquita Rollins, Ph.D.**  
Family Violence Intervention  
Steering Committee of  
Multnomah County

**Somlay Soukhaseum**  
Asian Family Center

**Rod Underhill, Esq.**  
District Attorney's Office  
Multnomah County

**Robert Weinreich, Ph.D.**  
Men's Resource Center

**Beverly Winbolt**  
Henderson House

**Paul Woolery**  
Men Accountable  
for Stopping Abuse

Staff:  
**Judy-Ellen Low**  
Council Coordinator

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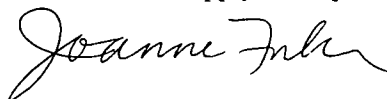
## President's Message

The Oregon Domestic Council has recently completed two challenging and rewarding years of work. This document embodies the written products of that work. Equally important as this product is the dialogue among Council members and the community which produced these results. Never before in this state have people from so many backgrounds, life experiences and areas of expertise come together to share perspectives on domestic violence and ideas on how to address it in our community. Domestic violence touches each of us in our workplace, home, school, church, and community. This dialogue has brought us to a better understanding of the specific steps we can each take toward ending domestic violence in Oregon.

Many people deserve special thanks in the work of the Council. I want to thank Chief Justice Wallace Carson for sponsoring the Council, Judith Armatta and the Honorable Stephen Herrell for the initial work in creating the Council. Thanks to the State Justice Institute for funding our work. Thanks to the Oregon Coalition Against Domestic and Sexual Violence for managing the grant and working with the Council on our mutual goal of ending domestic violence, and to the Coalition's Women of Color Caucus for guiding us in reaching out to individuals and communities of color.

Thanks also to all of the Council work group chairs and work group members, who put in many hours writing the protocols and standards contained in this document. Thanks to Linda Moro, Judy-Ellen Low, and Moira Bowman who served as staff to our Council and work groups. Thanks to Robin Selig, Jessica Mindlin, and Maureen McKnight for their work on the Court protocols. Finally, I want to thank Laurie Hubbard and Judy-Ellen Low, who edited the final document. They successfully brought together the efforts of many and created a better whole. I know others contributed significantly to this effort and I cannot mention them all here.

Lastly the Council urges you, the reader of these standards, to do everything you can to adopt these practices within your profession and to collaborate with others as you work. Through collaboration and mutual effort we can best apply these practices in Oregon.



Joanne Fuller, M.S.W.

President, Oregon Domestic Violence Council

---

## ACKNOWLEDGMENTS

Domestic violence is finally beginning to receive the attention it deserves. The Oregon Domestic Violence Council, the partnership, and this notebook are just an introduction to the conversation in a greater dialogue on our society's values.

Throughout the process of coordinating statewide meetings, the Council received donations of time, materials, and expertise from citizens who are concerned about domestic violence. The ripple effect in our community is, indeed, far-reaching. We would like to thank Linda Mahan, of LLM Publications, for donating many hours to the final stages of publication; Duc Le for designing the cover; Sassy Designs and Shirley Nettrouer, a domestic violence survivor, for donating floral arrangements to the Council meetings; Steve Salta, of Beaverton Nissan, for donating the use of a 12-passenger van; Lazerquick, The Riverhouse, Phoenix Inn, Red Lion, and The Portland Conference Center, for discounting their fees and donating supplies. The process, too, was a coordinated community effort. To all, thank you.

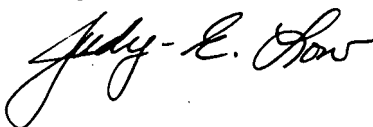
The protocols were developed under the guidance of the Work Group Chairs, all of whom volunteered countless hours in addition to their full-time professions. The Council President, Joanne Fuller, deserves a special note of recognition for overseeing the statewide Council Meetings and working closely with the Council Coordinator to keep the project on track.

We also want to thank Emily Heilbrun, Lane County Domestic Violence Council Coordinator, and Chiquita Rollins, Multnomah County Family Violence Intervention Steering Committee Coordinator, for assisting with the State Council meetings held in their respective counties. Thank you to Eileen M. Brennan, Ph.D. and Kevin Corcoran, Ph.D. of the Region Research Institute for Human Services for their evaluation of the project.

Special thanks are also due to the Oregon Supreme Court and the Oregon Coalition Against Domestic and Sexual Violence, which were the catalyst for the entire project. Many members of the Coalition, both at the State office and from rural programs, contributed greatly to the development of the protocols. Many of the local councils which were formed during the protocol development process were formed through the collaborative process modeled by the Local Councils Work Group.

The Oregon Domestic Violence Council Protocol Handbook could not be produced and distributed without the help of numerous people. The publication was funded by the State Justice Institute under the supervision of Mary De Carlo and Paulette Moss. We would especially like to thank the volunteers who served on the work groups. We included work group members by name on the inside back cover. We apologize if we inadvertently omitted anyone, for your work is truly valued.

Permission to copy, disseminate, or otherwise use information from this Protocol Handbook is granted as long as appropriate acknowledgment is given.



Judy-Ellen Low  
Council Coordinator

---

# THE OREGON DOMESTIC VIOLENCE COUNCIL

## History of the Council

The Oregon Domestic Violence Council is a group of professionals who have come together to forge a state-wide, multi-disciplinary response to domestic violence. The Council was formed in the Spring of 1994 as a demonstration project to develop a coordinated community response to domestic violence on a state-wide level. The project was funded for two years by a grant from the State Justice Institute, administered through the Supreme Court of Oregon and the Oregon Coalition Against Domestic and Sexual Violence. The Oregon Coalition Against Domestic and Sexual Violence serves as an umbrella organization for crisis line, shelter, and direct service advocacy programs throughout the state.

In March of 1993, a team of Oregon delegates, which included Coalition staff, attended the national conference of *Courts and Communities Confronting Violence in the Family*. At this conference, the team developed an action plan to create a statewide domestic violence coordinating council for Oregon. Coalition staff were committed to the concept of a state-wide domestic violence council and were instrumental in its creation. With the initial support and enthusiasm of many members of local councils in Oregon, the Oregon Supreme Court and the Coalition submitted an application for a two-year grant from the State Justice Institute to implement such a council. The intended purpose of the Council was to:

- 1) *Enhance the efforts of existing local and regional coordinating councils*
- 2) *Develop and maintain a communication network of local and regional multidisciplinary coordinating councils across Oregon and among other community sectors which impact domestic violence*
- 3) *Establish standards and protocols for the courts and other disciplines in dealing appropriately and effectively with domestic violence*

4) *Develop a state-wide multi-disciplinary plan for ensuring the availability of sufficient safety resources and information for victims of domestic violence*

5) *Increase the accessibility and responsiveness of courts to victims of domestic violence*

The grant application was supported by many Oregon state and federal legislators, judges, and professionals from legal, medical, and educational sectors.

The State Justice Institute awarded the grant, and the Oregon Domestic Violence Council was formed in the Spring of 1994. The first official meeting of the Council took place in May of 1994.

The role of the Oregon Coalition Against Domestic and Sexual Violence in the early formation and start-up of the Council cannot be overemphasized. After securing the grant, Coalition staff provided the impetus for the assembly of the Council. In administering the grant, the Coalition has devoted significant energy and input to the process of coordinating a statewide response to domestic violence. In the past two years, the Council and the Coalition worked hand in hand to ensure the successful completion of the demonstration project.

## Composition of the Council

The Oregon Domestic Violence Council is composed of 38 members who reflect the geographical, demographic, and cultural diversity of Oregon. It is the Council's goal that at least 25% of its membership come from racial or ethnic minority groups. Professions highlighted for representation on the Council include:

- The Judiciary
- Battered Women's Advocates
- Law Enforcement
- Civil Attorneys
- Health Care
- Defense Attorneys
- Mental Health

- Batterer Intervention Providers
- Business
- Religion
- The Legislature
- Corrections
- Children's Services
- Education
- Mediators
- Prosecutors
- Alcohol and Drug Treatment

Council members are seated by vote of the existing Council. They are selected based on their level of involvement with and interest in the issue of domestic violence, their influence within their respective professions or disciplines, and their ability to invest time and energy in the Council's activities. Council members serve two-year terms, and attend statewide meetings four times each year.

The Oregon Domestic Violence Council has adopted Operating Procedures & Policies to guide its operations. These Operating Procedures delineate the composition of the Council, the appointment and terms of its members, requirements for membership, removal of members, conflicts of interest, officers, and meetings.

## Philosophy of the Council

The philosophy statement developed by the Oregon Domestic Violence Council is as follows:

*The Oregon Domestic Violence Council recognizes that domestic violence is a very serious and widespread societal problem that has a long-term negative impact on this society and all of its individuals.*

*The Council defines domestic violence as a pattern of coercive behavior used by one person to control and subordinate another in an intimate relationship. These behaviors include physical, sexual, psychological, and economic abuse. Tactics of coercion, terrorism, degradation, exploitation, and violence are used to engender fear in the victim in order to enforce compliance.*

*Domestic Violence crosses all cultural, religious, ethnic, economic, and social boundaries. It occurs in gay and lesbian as well as heterosexual relationships. Although the Council recognizes that abuse of men by women does occur, in over 90% of the reported cases, women are the victims and men are the perpetrators. Therefore, the Council's focus is on the unequal power that is prevalent in intimate relationships when they are modeled after hierarchical social structures that maintain the traditional dominance of men over women and children. This power imbalance has been supported historically by society norms, roles, and institutions.*

*The Council's fundamental goal is to end domestic violence. The Council is working to develop a coordinated community, county, and statewide response which asserts that domestic violence is not acceptable in our society and which promotes the following objectives:*

- *Victim Safety*
- *Strong, consistent, and fair response from the court/police/justice system*
- *Strong, consistent, and fair response from all other agencies and institutions that address the issue of domestic violence*
- *Batterer accountability*
- *Primary and secondary prevention*
- *Collection and dissemination of accurate information about domestic violence*
- *A change in social attitudes that will work toward equity in all relationships*

*The Council's responsibility is to identify and promote the most effective means available to address domestic violence issues successfully and to contribute to the resolution of the problem. The Council also has the responsibility to promote the provision of accurate and consistent education to professionals who may come in contact with families and persons affected by domestic violence. To succeed in this effort, the Council must give respect to diverse approaches and to the expertise of those persons, including battered women survivors, who*

*are most experienced and actively working in the domestic violence field.*

## **Projects of the Council**

In its first year of operation, the Oregon Domestic Violence Council formed subcommittees to work on different aspects of the grant. The Council directed these work groups to examine and make recommendations regarding specific topics of domestic violence intervention. Work groups consist of Council members, interested community members and students, as well as experts in the professions related to the work group topics. The work groups include:

- Operational Procedures
- Overall State Domestic Violence Needs Assessment/Community Safety Planning
- Court Protocols, Judicial & Court Personnel Training/Legal Access
- Support and Training for Local Councils
- Educational Protocols & Curriculum (Primary and Secondary)
- Data Collection and Research
- Workplace Issues
- Batterer Intervention Program Standards
- Mental Health Protocols
- Law Enforcement
- Mediation

Several work groups were involved in conducting surveys to determine the statewide availability of resources such as shelters, advocacy programs, and batterer intervention programs. Some of the findings which resulted from this work are attached to this document as addenda. The Data Collection work group worked with state law enforcement officials to implement a 1991 Oregon law requiring the collection and publication of domestic violence incidents in the state. The first state-wide law enforcement data collection report was published in March of 1995. Attached as an addendum to this document are law enforcement data covering the first six months of 1995.

Other accomplishments during the initial year of the Council included Quarterly and Annual meetings, featuring such notable speakers as Barbara Hart, Legal Director for the Pennsylvania Coalition Against Domestic Violence. The Council also formed an important relationship with the Women of Color Caucus of the Oregon Coalition Against Domestic and Sexual Violence. The Caucus now serves as advisor to the Council in its efforts to include a multi-cultural approach to end domestic violence and to acknowledge the link between domestic violence and other oppression.

By the end of the second year of the project, seven work groups completed the Council's goal of developing recommendations to standardize and direct the response of various professions to domestic violence in Oregon. The Council adopted the recommendations and presents them in the following document as a comprehensive set of "Best Practices." For convenience, this document refers to all of the protocols, standards, recommendations, and guidelines as Best Practices. All of the Council's efforts and these Best Practices are tangible results of countless hours of volunteer work among professionals in Oregon. They are also evidence of the cooperation, compromise, and consensus that can be achieved when people address the important issue of domestic violence.

## **Domestic Violence in Oregon**

The Oregon Domestic Violence Council recognized from its inception that domestic violence is a prevalent problem throughout Oregon. From July of 1994 through June of 1995, there were 69,116 domestic violence calls to crisis lines in Oregon. During the same period, 2,800 victims and their 3,215 children received shelter services while fleeing domestic violence.<sup>1</sup> From January to June of 1995, the state's Law Enforcement Data System (LEDS) preliminary data recorded that there were 7,762 domestic

<sup>1</sup>Data provided by Bonnie Braeutigam from the State Office of Services to Children and Families.

violence incidents and 5,199 domestic violence arrests in Oregon.<sup>2</sup> These numbers represent the *lowest* incidence of domestic violence because of the lack of consistent reporting and the use of different reporting criteria by law enforcement agencies throughout the state. Police reports are often filed but not reported to LEDS. For details regarding the strengths and weaknesses of currently available state-wide data, please refer to the Report of the Data and Research Work Group appended to this document.

The Domestic Violence Needs Assessment/Safety Planning Work Group identified the inadequacies of services and agencies in addressing the growing need for comprehensive domestic violence intervention in Oregon. The work group reported a variety of unmet needs in numerous areas related to domestic violence intervention: Availability and adequacy of housing assistance remains a constant, pressing problem, and a focus of funding efforts locally and statewide. Health care providers have a wide range of practices throughout the state regarding domestic violence assessment, documentation, and intervention. There remains a need to ensure consistent, effective response by law enforcement agencies, aggressive prosecution of batterers by district attorneys' offices, and specialized parole and probation programs in all parts of Oregon. The Courts play an important role in protecting victims of domestic violence through restraining orders and other domestic relations cases, yet court practices differ throughout the state. Additionally, there is an ongoing need for quality childcare, job training, financial assistance, affordable legal representation, and other support services for battered women and their children.

As in every state, there is still much to be done in Oregon to construct successful community-based intervention in domestic violence, with the ultimate goal of eradicating it. The Oregon Domestic Violence Council's work groups

addressed several of the problems revealed by the needs assessment in their Best Practices. Other issues remain. The Council is optimistic that local and state groups will continue working together to identify solutions.

## The Oregon Domestic Violence Council Best Practices

The Oregon Domestic Violence Council intends that the products of its work groups serve as a blueprint for change in the State of Oregon and as an example to other states of the benefits and accomplishments of statewide collaboration. Seven of the Council's work groups developed recommendations, guidelines, and protocols for various professions involved with domestic violence intervention. These documents resulted from the work groups' desire to seek the best ways to address intervention practices within specific areas. Battered women's advocates and other professionals in the work groups engaged in substantial discussion to reach agreement regarding guidelines for response to domestic violence.

The Council acknowledges its inability to mandate standards for domestic violence response throughout the state. It is hoped that, with further networking and collaboration, the guidelines and procedures of the Council can become mandated standards in Oregon and, where necessary, laws can be changed in order to implement them. As a group, these Best Practices reflect the intensive efforts of many diverse professionals at achieving consensus regarding a difficult and sometimes controversial subject.

The Best Practices are as follows:

- **Protocol for Establishing and Maintaining a Local Domestic Violence Council** – Recommendations for the formation, support, and training of local councils.
- **Guidelines for the Use of Mediation in Family Law** – General guidelines for mediators. The work group hopes to continue working with private and public mediators to implement more specific guidelines and protocols.

- **Education Protocols: Grades K - 12** – Developed to address domestic violence as it arises in school settings. Additional collaboration and discussion with educators needs to occur.
- **Law Enforcement** – Guidelines for practices within the department and for working collaboratively with other agencies.
- **Courts and Court Procedures** – Guidelines to help all court personnel, agencies and individuals who interact with the court system balance the needs of the judicial process with sensitive, emotional issues and traumatized people.
- **Standards for Batterer Intervention Programs** – Standards for developing and evaluating effective batterer intervention programs. Discusses the context of the role batterer intervention programs play in a coordinated community response to domestic violence.
- **Report of the Mental Health Work Group** – (Addendum I) contains a proposal related to enhancing the role of mental health providers in the context of domestic violence.
- **Status Report on Resources, Needs, and Safety for Battered Women** – (Addendum II) reports survey findings and provides recommendations for action.
- **Report of the Data Collection and Research Work Group** – (Addendum III) reviews the methodology and practice of collecting data on domestic violence.

This Handbook is a testimonial to collaboration by many diverse groups and individuals. The Council is pleased that it exceeded the requirements of the grant from the State Justice Institute and hopes this Handbook will lead to changes that will increase the safety of domestic violence victims throughout Oregon. Council members were astonished and encouraged by how much they learned about group process during the project: Investing time in collaborative volunteer work is challenging and rewarding; and commitment to dialogue and building alliances, can yield remarkable results.

<sup>2</sup>Domestic Violence Report and Arrest Data from Law Enforcement Data System.



# PROTOCOL FOR ESTABLISHING AND MAINTAINING A LOCAL DOMESTIC VIOLENCE COUNCIL

*Prepared by the Local Councils Work Group of the Oregon Domestic Violence Council*

## I. Introduction

Creation of local domestic violence councils is a relatively recent phenomenon, both in Oregon and in other states. In the larger context, it is an example of the use of *collaboration* to create change at the local level for seemingly intractable problems. Barbara Gray has defined collaboration as "a process through which parties who see different aspects of a problem can constructively explore their differences and search for solutions that go beyond their own limited vision of what is possible."<sup>1</sup> Collaboration is becoming an accepted process for issues as diverse as juvenile crime, community policing, school governance, and environmental protection. (See *Building the Collaborative Community*<sup>2</sup>.) It is a process that explores existing community wisdom on a subject, developing that wisdom to create a coherent response to difficult problems.

There may be no more difficult problem than domestic violence for testing collaborative efforts. While victims of domestic violence suffer the direct consequences of this unacceptable behavior, many different segments of the community are also indirectly affected by the problem. Moreover, many different segments of the community (victims' advocates, police, social services, the medical community, to mention just a few) are charged with responding to the problem. While their perspectives on the problem differ in many ways, these professionals seem to share a common sense of frustration at the seeming failure of their efforts to stem

the tide of domestic violence or effect any fundamental change in the sources of this violence.

The local domestic violence council is the vehicle for collaboration on the problem of domestic violence at the local level. Combining the wisdom of all those concerned with the problem, the local council is the means to understand the landscape of domestic violence in a community – to learn what is truly happening in a community with regard to domestic violence. The local council can make the existing system work better, by identifying productive areas of cooperation and communication, allowing existing resources to be used more effectively. Perhaps most importantly, the local council is the means for developing a coordinated community response to domestic violence. The local council can take a proactive role in generating positive solutions that all in the community can support, from prevention efforts to systems design. In sum, the local domestic violence council is a means to make the community a safer place for the victims of domestic violence. The materials that follow discuss these roles for local councils, drawing on successful experiences of Oregon local domestic violence councils.

## II. What is a Local Domestic Violence Council?

Cooperation among various professionals concerned with domestic violence has long been occurring in our communities. Law enforcement and the district attorney's office traditionally cooperate in criminal justice matters; social services and victims' advocates form important alliances in trying to keep women and children safe. In many communities, victims' advocates and prosecutors work together on difficult cases. Less visible coalitions also exist, including, for

example, the medical and law enforcement communities working together to increase the likelihood of reporting domestic violence, and the religious community and local victims' advocates seeking common solutions to safe housing problems. Cooperation in this context means that each agency shares certain information or expertise in a particular task, such as developing evidence or providing safe housing. This cooperation is vital to victims' safety in many communities, and its existence is a precursor to a successful local council.

Some communities, recognizing the value of this cooperation, have formed "task forces" or other groups concerned with domestic violence issues. A task force is a loosely organized group of professionals interested in improving their agencies' response to domestic violence through coordination of their efforts. A task force typically includes law enforcement, victims' advocates, and district attorneys, and can include a number of other agencies as well. The typical task force seeks to formalize the existing cooperation efforts of its members and to identify other opportunities for cooperation. It takes the process a step further as well, taking the more proactive approach of *coordination*. Coordination means, in this context, that the agencies will review their own procedures surrounding the problem of domestic violence, and will seek to make these procedures consistent with, and a valuable adjunct to, procedures of other agencies. An example of coordination is law enforcement officers providing a variety of information on services to victims of domestic violence in conjunction with arrest of a domestic violence perpetrator. Coordination helps promote safety for victims in a community, and offers important practice for collaboration through a domestic violence council.

<sup>1</sup>Gray, Barbara, *Collaborating*, 1989.

<sup>2</sup>Potapchuk, William R. and Caroline G. Polk, *Building the Collaborative Community* (National Institute for Dispute Resolution), 1994.

A domestic violence council differs from a task force in both its form and its work. A domestic violence council seeks to include all members of the community concerned with the issue, not just the agencies typically represented on a task force. Because it typically has a broader base, it may be more formally organized than a task force, with established membership and voting procedures. The work of the council is to identify and promote opportunities for cooperation and coordination on domestic violence issues. In addition, the local council engages its membership in a third process – collaboration – to develop a coordinated community response to domestic violence. The work of a local council differs from the work of individual agencies in cooperation with one another, or even from a typical task force, in that it builds on existing cooperation and coordination networks with the outcome in mind of that coordinated community response. Its range of tasks is larger and its potential impact is greater than the typical task force.

The goal of a local council is the creation of a coordinated community response (“CCR”) to domestic violence. A CCR is a three-part community approach to the problem of domestic violence. First, the community acknowledges the extent of domestic violence in its midst and agrees that it must be eliminated. Second, the community develops a sophisticated approach to all incidents of domestic violence, designed to provide swift and certain justice and support to victims of violence. Third, the community develops a program of education designed to eliminate violence in the community.

The development of a CCR can occur in any number of ways. Some task forces act as local councils; in some communities, individual agencies have moved along the continuum so effectively that they are engaging in collaboration without ever having a formal organization. Typically, however, the process of collaboration requires a formal commitment to gathering all the stakeholders together and to developing the mission of a coordinated

community response to the problem of domestic violence.

### III. How to Start a Local Domestic Violence Council

Anyone in the community with an interest in domestic violence can organize a local council. In Oregon, district attorneys, battered women’s advocates, the police, victims’ rights advocates, judges and legal aid lawyers have all participated in the organization of councils. A small number of representatives from each of these groups seems to work best for initial organization of the local council, and having a member of the judiciary on this committee seems to improve the group’s chances for success. This group can set an initial meeting date, determine what agencies and people in the community have an interest in domestic violence and invite those people to an “interest in establishing a local domestic violence council” meeting.

One issue that arises frequently is whether council seats should be open to “all comers” or should be appointed. The most common approach for Oregon local councils is the former, on the theory that collaboration requires that all stakeholders be at the table and that excluding even one person can inhibit the process of collaboration. As councils expand to include more than one county, some appointment process may be necessary in order to ensure balance of representation. Nevertheless, even when an appointment process is in place, welcoming “ex officio” members’ input is important to the process of collaboration.

The list of invitees should be as inclusive as possible. The rule that seems to work best is—*if the agency or group has any contact with domestic violence, include them in the list of invitees.*

Typical invitation lists include representatives from:

- Victims of domestic violence
- The local battered women’s shelter
- The District Attorney’s office
- Defense attorneys
- Victim/Witness programs

- The judiciary
- Local court administrators
- Legal Aid
- Public Defender’s Offices
- Educators, including representatives of primary, secondary and higher education, and including both teachers and administrators
- The local bar association, particularly family law sections of the bar
- All law enforcement agencies with jurisdiction in the area
- Representatives of minority groups in the area, such as Native American tribes
- Community Corrections
- Children and Family Services
- Senior Services
- Batterers’ treatment programs
- Mental health counseling groups
- The medical community, including emergency room physicians, family doctors, nurses, emergency medical technicians of the fire service, and the county health department
- The religious community
- Local service organizations, such as the Rotary and Lions Clubs, Junior League, etc.
- Major employers
- Funding agencies, including city and county government

Of this group, it is particularly important that representatives from the criminal justice system (including the judiciary, police and district attorneys) participate. One technique that seems to encourage such participation is to solicit personal invitations from members of the local community and other criminal justice professionals on a statewide level. State or other local domestic violence councils can put local groups in touch with statewide peers who will encourage participation.

A particular question that sometimes arises is the propriety of a judge participating in a local council. A judge must be impartial in all matters that come before him or her, and may be concerned that participation in the council will threaten this impartiality, or give the appearance of bias toward the prosecution in domestic violence cases. The Code of

Judicial Conduct recognizes that "a judge is in a unique position to contribute to the improvement of the law, the legal system and the administration of justice" and encourages judges to do so through organizations devoted to these causes. Thus, the Code allows a judge to participate in organizations devoted to the improvement of the law, the legal system, or the administration of justice.

#### **A. What Happens at the Organizational Meeting?**

The organizers of the initial council meeting typically set the agenda, and welcome additions to it from the floor. The organizers explain the concept of a local council, present their views on how a local council benefits the community in its response to domestic violence, and discuss the commitment required for membership on the council. Often these meetings are facilitated by third parties in order to allow the organizers to participate as potential council members and to reduce the group's impression that the council "belongs" in some sense to the organizers. The organizers will often invite a guest speaker on domestic violence, collaboration, or local councils to the organizational meeting, and the state or other local domestic violence councils can help provide those speakers. Other topics often included in an organizational meeting are:

- Introduction of each representative, and how that person's agency deals with domestic violence. A helpful approach is to ask each member for a summary of his or her agency's mission and how it relates to domestic violence, and for "one thing" they would like others to know about their particular problems in dealing with domestic violence.
- Discussion of a council mission statement
- Identification of "missing" representatives, and a plan for their inclusion
- Identification of interest in work to be accomplished
- Creation of committees, including an operations committee to take care

of the usual organizational tasks, and committees for particular work to be accomplished

#### **B. What Happens at Subsequent Meetings?**

In most local councils, much of the substantive work is done at the committee level. The local council as a whole considers matters such as (1) the mission statement, (2) the operating principles, and (3) submissions from committees on substantive areas.

One particularly helpful topic for subsequent meetings is for the local council to understand in detail how each member's agency is involved with domestic violence. This allows council members to identify productive areas of cooperation and coordination, and to draw on the wisdom of each person in the group for developing the CCR. Successful local councils have devoted a series of meetings to presentations by one or two agency representatives per meeting to present their agency's mission, its approach to domestic violence, and the cooperative/coordination efforts it is engaged in with respect to domestic violence. Questions from local council members often generate important efforts in cooperation and coordination.

#### **C. Development of the Mission Statement**

A mission statement is particularly important for a local council. It informs members as to the council's goals, and serves as the benchmark against which the products of the local council can be measured. The process of collaboration can easily get off track if the mission statement is not kept firmly in mind, and a periodic revisit of the mission statement by council members helps keep members focused on their common goal.

A work group of the local council is best for developing the mission statement. It is crucial, however, that the membership as a whole have input into the development of the mission statement and discussion of drafts of the statement. A mission statement can be (and probably

should be) brief, but should include:

1. A description of the vision and purposes of the local council;
2. A brief description of the tasks of the local council; and
3. The philosophy underlying the local council.

Local domestic violence councils frequently encounter difficulty defining domestic violence for purposes of the mission statement. While debate on this topic is time consuming, it is necessary to focus the work of the group on issues of safety to women in intimate relationships. Discussions of whether to include violence against children as part of the definition of domestic violence is a frequently debated issue. Most local communities have task forces or councils whose main focus is child abuse, and local domestic violence councils may wish to consider working with these organizations by appointing ex officio members to each organization to coordinate their efforts in the area of child abuse and neglect. Similarly, whether to include men as victims is also an issue; most councils acknowledge the existence of male victims but choose language that reflects the empirical reality of women as the primary victims of domestic violence. Sample mission statements can be requested from other local councils.

#### **D. Development of Policies and Procedures**

Policies and procedures set forth the principles for operation of a local council. While they need not be extensive or detailed, some procedures are essential so that the local council can effectively accomplish its business. Having procedures in place will make it easier to deal with new situations and potential conflicts when they arise. There are a number of topics which should be considered by a work group charged with developing policies and procedures, and they are discussed below with some suggested approaches. A local council should understand, however, that there are no hard and fast rules for resolving these issues.

### **E. Composition of the Local Council**

The membership of the council is a major decision. Membership should be developed with the goal of having representation from all stakeholders in the domestic violence community, not with the goal of having particular individuals on the local council. See above for a list of potential members. The work of a local council often involves nonmembers of the council, who may participate in work groups or committees. The appointment process for these members and recognition of their efforts is an important procedural issue for local councils.

A fundamental issue to consider is whether to have a stated number of members, officially appointed or elected, or whether to allow everyone who participates to have a vote. The problem with allowing all attendees to vote is that this may cause a lack of consistency in approaches to problems, and the local council may be vulnerable to special interest groups who "pack" a meeting to manipulate a vote on a particular issue. In addition, if membership slots are not established when the local council is formed, it can be particularly difficult to make decisions later about who can, and cannot, vote. On the other hand, it may be awkward to develop two tiers of members—voting and nonvoting. Some individuals may feel discouraged from participating if they will not be allowed to vote, despite all efforts to encourage their involvement. Moreover, if the products of the local council are to enjoy community support, all stakeholders in the problem must be allowed to participate.

There may be no perfect solution to this problem. A reasonable compromise may be to make membership "open" during the formative months (6 months, for example) of the council, adopting policies and procedures after that time when stakeholders are identified and it is clear which stakeholders wish to participate. Or the local council may make membership sufficiently flexible that, subject to qualifications, new members may be admitted easily, when new stakeholders are identified or existing agencies decide to participate.

### **F. Appointment of Members**

The local council must develop a process for identifying and nominating stakeholders and making them members, whether by appointment or election. Most councils have a nominating committee, which may be part of a work group dealing more generally with policies and procedures. Nominations can be received by the committee from the public, from professional organizations, and from the domestic violence network.

Any membership decision should take into account the need for adequate racial, cultural, and gender diversity on the local council.

### **G. Terms**

Provision should be made in the policies and procedures for the term of membership. Prospective members are more likely to commit to serving on a council if a specified duration for initial membership is provided. Staggered terms should be provided at the outset of the local council to provide both continuity and fresh outlooks.

### **H. Qualifications of Members**

Membership qualification should not be made too restrictive, as it is valuable to include individuals who are not "professionals" or "experts." Reasonable membership qualification issues should consist of an interest in domestic violence, attendance at some number of council meetings each year, and participation in some reasonable amount of work group activity.

### **I. Removal of Members**

Provision should be made for removal of members who no longer meet the qualifications for membership. Some local councils have provision for removal for other causes, such as conviction of crimes (particularly domestic violence). Any removal provision should have a stated procedure which allows the member to object to being removed, and a reasonable opportunity to be heard by those making the decision.

### **J. Meetings and Voting**

Most local councils meet once a month, and sometimes more often when work products are coming before the council for discussion. Between meetings of the entire council are work group meetings in which particular tasks are discussed. When particularly difficult issues come before the council, it may be productive to engage a professional facilitator to conduct the meeting. While meetings of local councils are usually informal, as in any organization some formality is helpful (e.g., approval of minutes). When a local council is faced with the particular challenge of a community group that is more interested in disruption than solutions, formal meetings are a necessity.

While many local councils in practice develop their products by consensus, the policies and procedures document should set forth the voting procedures. This involves setting a quorum and determining how many members must vote in favor of a motion in order for it to become the official position of the council. In setting a quorum, it is necessary to strike a balance between requiring a certain number to be present before business can be conducted and not wishing to make the conduct of business impractical through an unreasonably high quorum requirement. Most policies and procedures documents state that even if a quorum is not present, the members present may discuss the business of the local council, but no vote may be taken.

The provision addressing how many members must vote affirmatively on a motion or other action for it to pass should specify whether the number (a majority, 2/3 or 80%, for example) is the proportion of members present or the proportion of all members. This is an important difference when considered in conjunction with the quorum rules. For example, if a quorum is 50% plus one, and action can be taken by the vote of a majority of members present, a motion may pass with the support of only 25% of the total council members.

Ancillary voting issues include whether members may vote by proxy or by sending a substitute, and when an issue

may be revisited after a vote. Sample policies and procedures documents may be requested from other local councils.

## IV. What Can a Local Domestic Violence Council Do?

The short answer to this question is: *whatever the council decides to do that is consistent with its mission statement.* Some councils develop formal work plans for one through five years. Others proceed more informally on a variety of topics. It is recommended that the work plan should not be developed too early in the process. The theory of collaboration is that the group will draw upon the wisdom of its membership to develop the CCR. Thus, the approach of one council, in which a series of meetings was devoted to a presentation of each member's involvement with domestic violence, is an excellent way to lay the groundwork for collaboration. This process is an excellent one also for determining priorities in a work plan. Regardless of the format used to develop a work plan, it is important that *attainable goals* be set, both in terms of topic and time frame.

Not every domestic violence problem is a good collaborative vehicle for local councils to tackle. A good collaborative problem is typically multifaceted and systems-oriented, and draws on the wisdom of a number of council members. For example, while the creation of a shelter in a community is an important domestic violence problem, it rarely makes for good collaboration for a council because it is a single issue (usually shelter funding). When the problem is restated as "how to develop safe housing for victims of domestic violence," it becomes more collaborative. (This is not to say that problems that are not good collaborative vehicles should not be addressed by a council. A council can, for example, offer its political influence in support of a shelter and identify important cooperation and coordination efforts in the pursuit of such goals.)

### A. Learning the Landscape: Data Collection

Of the wide variety of tasks a local council may consider, one seems to be of fundamental importance for future council activities and, fortunately, is an excellent collaborative opportunity. This is the development of a true picture of the domestic violence landscape in the community through the gathering of data on domestic violence. It is only when a true picture of the landscape is developed that the work plan of the council can be determined and the efforts of the council measured.

Typically, domestic violence information is gathered in a variety of ways in a variety of offices, is rarely published, and is subject to a number of "filters" when it is published. Local councils asking the right questions of the right agencies can discover fascinating information about these and other issues:

- How many incidents of domestic violence are there in the community each year?
- What are the characteristics of these incidents?
- How many perpetrators are arrested?
- How many arrests result in prosecution? How many in deferred sentencing?
- How many are not pursued by the district attorney's office (and why)?
- What is the typical sentence for each domestic violence crime?
- What is the typical parole success for each sentenced individual?
- How many Family Abuse Prevention Act (FAPA) orders are issued each year?
- How many FAPA orders are dismissed each year?
- How many women and children use shelter services each year?
- How many women and children are without safe housing each year?
- How available are low cost legal services for victims of domestic violence?
- What information is not available that should be, and how can it be provided?

- What social services are currently being provided to victims of domestic violence and their children?
- What social services are needed by victims of domestic violence and their children?
- What are the characteristics of the batterers' intervention program currently provided?

Collecting data is not an easy task.

It is recommended that various members of the council from different agencies (1) identify the data their agency has; (2) develop domestic violence data for sharing with others; and (3) use each others' wisdom to "ask the right questions" about the data. Perseverance and patience are rewarded in this effort.

### B. In-Depth Evaluation of Components of the System

An important role for a local council is to take an in-depth look at the components of the domestic violence system. In this capacity, the local council is seeking to use the data collected to improve the current system, and to reform that system to achieve the goals of the council. A crucial component of this evaluation is to identify areas for increased cooperation and coordination, and to move *each component* of the system toward the CCR within the evaluation of a particular component. These tasks are challenging. They require a commitment to improvement by the agencies being evaluated. They also require a commitment to avoid blaming thinking/actions by the other members of the council, who may easily fall into the trap of "fixing" some other aspect of the system rather than their own. This type of pitfall can be avoided by keeping the focus of the council in mind, and if necessary, engaging the services of an outside expert in collaboration.

There are three general types of evaluation groups: courts, law enforcement, and social services. Broadly defining a group to include a number of agencies increases the potential for identification of collaborative opportunities. One might consider within the

social services group, for example, not only shelter and hot line services, but also senior services, services to children, the medical community, batterer intervention, and the religious community. Some of these will also have a connection to other groups. For example, batterer intervention will play an important role in court evaluation as well.

### **C. Evaluation of the Local Court System**

Posing the question *"How well does the court system work in domestic violence situations?"* is a productive collaborative problem for local councils. Local council members can examine components of the court system, taking an imaginary journey as a victim, defendant, witness or child in the criminal justice system, or as a petitioner or respondent in a FAPA or divorce case. Asking questions about access, adequacy of information, safety, gender and racial equity may generate important ideas for improvement. In addition, council members will undoubtedly recognize opportunities for cooperation and coordination to improve not only the court system but also their own agency's interaction with the court system.

In conjunction with this work, a local council can offer ideas for improvement, participate in training and education, and serve an important monitoring function in the following areas:

- Safety for victims of domestic violence in the court system
- Availability and desirability of deferred sentencing programs
- The use of mediation in child custody disputes involving domestic violence
- Victim notification of release of a defendant
- Services for victims and children
- Standards for batterer intervention programs
- Interaction of the courts with law enforcement and social services

The Oregon Domestic Violence Council has developed a Courts and Court Procedures Protocol for cases involving domestic violence. A local council can use this as a template for both measuring

local court practices and advocating for change at the local level.

### **D. Examination of Law Enforcement and Corrections Systems**

A local council can explore the question *"How well do our law enforcement and corrections deal with domestic violence?"* Local council members can examine the various components of the law enforcement system, taking an imaginary journey as a victim, defendant, witness or child in the arrest and corrections processes. Asking questions about response, adequacy of information, safety, gender and racial equity may generate important ideas for improvement. In addition, council members will undoubtedly recognize opportunities for cooperation and coordination to improve not only the law enforcement and corrections systems but also their own agency's interaction with those systems.

In conjunction with this work, a local council can offer ideas for improvement, participate in training and education, and serve an important monitoring function in the following areas:

- Collection and standardization of information
- Recommendations on training and services available to law enforcement on domestic violence issues
- Victim and witness safety
- Creation of a specialized domestic violence unit in local law enforcement
- Cooperation and coordination among various law enforcement agencies within a jurisdiction
- Creation of a process for reporting misconduct in the domestic violence area by law enforcement officers
- Interaction of law enforcement with the courts and social services

The Oregon Domestic Violence Council has developed a Law Enforcement Protocol that addresses some of these issues, and local councils may use this protocol as a template for measuring

local law enforcement success and advocating for change at the local level.

### **E. Evaluation of Social Services in the Domestic Violence Area**

Posing the question *"How well do we provide social services to victims of domestic violence in our community?"* is productive for local councils. Local council members can examine the system, taking an imaginary journey as a victim, defendant, witness or child in the social services system, or as a petitioner or respondent in a FAPA or divorce case. Asking questions about access, adequacy of information, safety, gender and racial equity may generate important ideas for improvement. In addition, council members will undoubtedly recognize opportunities for cooperation and coordination to improve not only the social services system but also their own agency's interaction with social services.

In conjunction with this work, a local council can offer ideas for improvement, participate in training and education, and serve an important monitoring function in the following areas:

- Need for additional services
- Efficiency in the provision of services
- Equity in the provision of services
- Training social service providers in identification of domestic violence and domestic violence issues.
- Interaction of social services with law enforcement and the courts

In some cases, developing a formal needs assessment may be helpful to local councils in evaluating community safety needs, and in advocating for increased safety within a community.

### **F. Community Education**

An important function of the local council is community education. Drawing on the wisdom of its members, the local council can provide valuable training to various systems and the community in general on issues of domestic violence. Ideas for community education include:

- Public hearings on domestic violence
- Conferences on domestic violence

- Resource directories on domestic violence
- Training on protocols
- Public service announcements
- Provide speakers for local service groups on domestic violence

The Oregon Domestic Violence Council has developed a protocol on education, which local councils may use as a template for designing curriculum in K - 12 schools and in advocating for change at the local level.

### **G. Political Activity**

As the local council matures, its political influence grows. At the local level the council can influence local ordinances and rules, and administrative procedures that affect participants in the domestic violence system. Unfortunately, local councils have not been overly successful in influencing the political process at the state or national levels. This is understandable; after all, local councils have their plates quite full with the tasks described above. Local councils, however, should consider working with those organizations more effectively organized for lobbying at the state and national levels. Such organizations can benefit from the wisdom of local councils, and the local councils can be important pathways for information about legislative efforts at the state and national levels.

## **V. Challenges and Opportunities for Local Councils**

The process of collaboration in a local domestic violence council presents particular challenges for the participants. The scope of the domestic violence problem may often seem overwhelming, and the response of various systems is often perplexing to those both within and without the process. Collaboration often requires parties who have traditionally engaged in conflict to learn to collaborate. Learning curves are steep, and change occurs slowly. Below are a few of the particular challenges—with their inherent opportunities for success—that some of Oregon's local councils have faced.

### **A. Leadership**

Many local domestic violence councils have been organized by several individuals deeply committed to the process of change in the domestic violence arena and to the process of collaboration. If the continuing task of motivating and organizing the group falls solely to these organizers, they are likely to experience burnout—sooner or later. In addition, the group itself is unlikely to fully undertake the collective challenge if the organizers are perceived as being in control of the group. Some techniques for managing this problem include having the leadership of the council change as soon as policies and procedures are in place, rotating leadership regularly among stakeholders, and organizing the council as independent from its original sponsors.

### **B. Time**

Most councils meet monthly as a group, and work groups or committees may meet more often. Those dedicated to the issues of domestic violence are often the very same people who serve on other task forces on related issues, and may have little time to devote to yet another project. This is a particular problem in rural communities. Recognition of this potential problem can lead councils to diversify their membership early in the process, to set realistic tasks and goals, and to delegate tasks to council work groups.

### **C. Communication and Creating a Shared History**

Increasing cooperation, coordination and collaboration is by definition a process of increasing communication among the members of the council. Creation of regular opportunities for this communication is a fundamental task of the council. In fact, some councils create time in each agenda for sharing of the latest “challenges and opportunities” for cooperation, coordination and collaboration. In addition, the group should keep adequate records of goals and work accomplished, and communicate these efforts to both council members and the general public.

### **D. Political and Power Differences**

The process of collaboration requires parties to listen to different points of view, give credence to alternative approaches, and combine their collective wisdom for the common good. In general, members of a local council typically enjoy considerable power and authority within their own professions and must learn to see the problem from the fresh outlook shared by other members of the council. While this may be difficult for those deeply invested in their own perspective, it is even more difficult for those who have traditionally been on “different sides of the fence.” Of particular importance is the recognition that advocacy organizations serve an important purpose in this arena by their very criticism of existing systems and must continue that function even within the process of collaboration. Similarly, the perspective of those members of the council whose job is inherently functional—making the system work on a day to day basis—must also be recognized as vital to the operation of the system.

### **E. Inclusion and Exclusion**

A coordinated community response to domestic violence, developed by a local council, requires input from all parties affected by the problem. It is a continuing challenge for local councils to ensure that the stakeholders are continually represented on the council, and that the council is representative of its community. Inclusion of traditionally disadvantaged members of the community is important in developing a coordinated community response. Local councils should periodically evaluate their membership and working relations with the community to determine if their process is sufficiently inclusive.

On the other hand, it is also a continuing challenge for a council not to be distracted from its duties by members of the community who are not truly interested in solutions to the problem. Local councils' attention to policies and procedures, particularly nominating, voting, and meeting procedures, will help address this particular challenge.

## **F. Funding**

Some local councils in Oregon enjoy external funding, but most do not. Clearly, the availability of funding for staff eases the work of council members. However, a council's lack of external funding is not predictive of failure. Internal funding comes from member institutions' commitment of employees, time, and expenses to the council as part of their duties. Rotating leadership among institutions helps ease this burden. Many councils have sought external funding from federal, state and local sources. Indeed, local councils' efforts in collaboration seem to increase the likelihood of success in external funding.

## **G. Institutional Change**

While local councils may develop a blueprint for a coordinated community response, it is often difficult to effect change—however small—in established bureaucracies. Frustration with the rate of change can reduce motivation in the council. Members' understanding of both the mission and actual work of each institution involved in the domestic violence arena can help maintain the energy of the council. So also can a good understanding of the process of moving from cooperation and coordination to collaboration. The process of successful collaboration creates an incentive for members to change their institutions from within, with each member becoming a

catalyst for change in his or her organization. Yet large changes may require political intervention. Local councils can become effective political leaders for local communities, and should seek to establish communication links with political activists on the subject of domestic violence.

## **H. Life Cycle Challenges**

Local councils may be roughly divided into three types: those just starting ("young councils"); those with a good beginning who have begun their collaborative work in earnest ("adolescent councils"); and those with a history of successful collaboration ("mature councils"). Different challenges face councils at different phases of their life cycles.

A "young" council typically faces organizational challenges. Identifying stakeholders, bringing them to the table, and ensuring sufficient inclusivity are challenging tasks. In addition, members of the young council have a formidable task of understanding each others' missions and work in the domestic violence arena and identifying existing cooperation and coordination efforts. The establishment of work plans and agendas is a major challenge for young councils.

The "adolescent" council faces the seemingly overwhelming task of developing a coordinated community response. It has begun the large project of data collection, which usually ebbs

and flows as data sources are collected and analyzed. The various components of the system must be evaluated and improved. This type of council faces the dual challenges of keeping its work groups on track yet keeping the "forest" in mind when the "trees" are relentless.

The "mature" council has the advantage of successful collaboration to draw upon. It can point to improvements in its coordinated community response to domestic violence to keep members motivated. However, a mature council faces other challenges. Once a local council has been active for some time, members may feel that they have either accomplished their tasks or reached impasse. If in fact domestic violence has been eradicated in a community, the local council has indeed accomplished its task. Otherwise, members may need a fresh look at the situation in the jurisdiction and new commitment to the local council. Councils that have reached impasse may have failed in forming successful collaborations, or may need a fresh perspective on the problem. In either situation, several approaches may help. Visits to and from other local councils may invigorate the group or suggest new paths for collaboration. Retreats to consider one-year (and longer) work plans may also be advisable. Advanced training in collaboration may be a good approach for a council that has reached impasse.



# List of Oregon Domestic Violence Councils & Related Organizations

## **Benton County Domestic Violence Council**

c/o Barbara Wood  
P.O. Box 914  
Corvallis, OR 97339  
(541) 758-0219  
(541) 758-4116 (fax)

## **Family Violence Coordinating Council**

of Clackamas County  
c/o Michelle Puggarana  
Clackamas Women's Services  
P.O. Box 22547  
Milwaukie, OR 97269  
(503) 654-2807  
(503) 654-2320 (fax)

## **Columbia Gorge Family Violence Council**

c/o Brenda Herman  
Hope's Place  
P.O. Box 1734  
White Salmon, WA 98672  
(509) 493-3300

## **Coos County Family Violence Council**

c/o Carol Gooden-Rice  
Coos County Women's Crisis Service  
P.O. Box 791  
North Bend, OR 97459  
(541) 756-7864  
(541) 756-6738 (fax)

## **Deschutes County Domestic Violence Council**

c/o Toni Anderson  
COBRA  
P.O. Box 646  
Bend, OR 97709  
(541) 382-9227  
(541) 382-4420 (fax)

## **Douglas County Task Force on Domestic Violence**

c/o Pauline Martel  
P.O. Box 1121  
Roseburg, OR 97470  
(541) 672-2691 Ext. 227  
(541) 673-5642 (fax)

## **Jackson County Domestic Violence Council**

c/o The Honorable Rebecca Orf  
Jackson County Courthouse  
100 S. Oakdale  
Medford, OR 97501  
(541) 776-7171  
(541) 776-7057 (fax)

## **Josephine County Domestic Violence Council**

c/o Esther Jackson  
Women's Crisis Support Team  
748 NW 5th  
Grants Pass, OR 97526  
(541) 476-3877  
(541) 476-4478 (fax)

## **Klamath Falls Domestic Violence Council**

c/o Jeannie Carnini  
Klamath Crisis Center  
1014 Main St.  
Klamath Falls, OR 97601  
(800) 452-3669  
(541) 884-0636 (fax)

## **Lane County Domestic Violence Council**

Emily Heilbrun, Council Coordinator  
P.O. Box 50127  
Eugene, OR 97405  
(541) 485-8232  
(541) 686-6664 (fax)

## **Lincoln County Domestic Violence Council**

c/o Linda Gast  
Legal Aid  
P.O. Box 1970  
Newport, OR 97365  
(541) 265-5305  
(541) 265-9356 (fax)

## **Malheur County Task Force on Domestic Violence**

c/o Pat Sullivan  
Malheur County District Attorney's Office  
251 B. St. Box 6  
Vale, OR 97918  
(541) 473-5127  
(541) 473-5199 (fax)

## **Marion County Domestic Violence Council**

c/o Pam Middlestetter  
Marion County Victim Assistance Program  
220 High St. NE Room 104  
Salem, OR 97301  
(503) 588-5253  
(503) 588-3564 (fax)

## **Family Violence Intervention Steering**

Committee for Multnomah County  
Chiquita Rollins, Coordinator  
426 SW Sixth Ave. Suite 7B  
Portland, OR 97204  
(503) 248-3691 x7806  
(503) 248-3379 (fax)

## **Tillamook County Domestic Violence Council**

c/o Jo Jenkins  
Women's Crisis Center  
P.O. Box 187  
Tillamook, OR 97141  
(541) 842-9486  
(541) 842-5821 (fax)

## **Umatilla County/Morrow County Domestic Violence Council**

Kricket Nicholson  
Domestic Violence Services  
1103 SE Court Place  
Pendleton, OR 97801  
(541) 276-3322  
(541) 278-5463 (fax)

## **Washington County Domestic Violence Intervention Council**

c/o Debbie Higgins  
619 SW Eleventh Ave.  
Portland, OR 97205  
(503) 226-9351  
(503) 226-9385 (fax)

## **Yamhill County Task Force on Domestic Violence**

c/o Beverly Winbolt  
Executive Director  
Henderson House  
P.O. Box 26  
McMinnville, OR 97128  
(503) 472-0244

## **Additional persons interested in exploring a council or task force:**

### **Columbia County:**

Pat Anderson  
Columbia County Women's Resource Center  
P.O. Box 22  
St Helen's OR 97051  
(503) 397-0578

### **Polk County:**

Fred Avera  
Polk County District Attorney's Office  
850 Main St.  
Dallas, OR 97338  
(503) 623-9268  
(503) 623-7556 (fax)

### **Union/Wallowa Counties:**

Annie Ray  
Shelter from the Storm  
P.O. Box 173  
La Grande, OR 97850  
(541) 963-7226  
(541) 962-7654 (fax)

## **Resources for Local Councils:**

There are many resources available for local councils. This list includes some of the resources most commonly requested by local councils.

## **Information on Domestic Violence:**

Judge Leonard P. Edwards, "Redoing Family Violence: The Role of the Family Violence Council," 1992 *Juvenile & Family Court Journal* 1.

*Family Violence: A Guide to Research*, the Urban Institute, 1993.

## **The Oregon Coalition Against Domestic and Sexual Violence**

520 NW Davis, Suite 310  
Portland, OR 97209  
(503) 223-7411  
(503) 223-7490 (fax)

The Coalition maintains an extensive library of books, working papers, videos and other training material on domestic violence. Local members of the Coalition also maintain libraries. The Coalition can help identify people who will speak to local councils on specific issues of domestic violence.

## **Information on Collaboration:**

Barbara Gray, *Collaborating* (1989)

William R. Potapchuk & Caroline G. Polk, *Building The Collaborative Community*, (National Institute for Dispute Resolution, 1994).

# GUIDELINES FOR THE USE OF MEDIATION IN FAMILY LAW

*Prepared by the Mediation Work Group  
of the Oregon Domestic Violence Council*

## Preface

The following recommendations have been developed by the Mediation Work Group of the Oregon Domestic Violence Council. They are the result of many hours of discussion and review which took place over more than a year. The work group has attempted to find common ground between the concerns of mediators and concerns for the safety of survivors of domestic violence. The work group recognizes that mediation is a useful process, enabling many families to design their new form following separation. The group also recognizes, however, that mediation is not appropriate for all cases. It can present particular problems for survivors of domestic violence.

Mediation is a process that presumes that participants can maintain a balance of power with the help of a mediator. It can be misused if the imbalance is great, and/or the imbalance is unrecognized. As this imbalance of power is characteristic of relationships in which there is domestic violence, mediation can be a dangerous process for those subjected to domestic violence (see Appendix for examples of imbalance of power). Mediation is especially dangerous when the person who has experienced domestic violence has recently made a move out of the relationship, a time known to be particularly hazardous.

Where domestic violence is present, the case should be presumed inappropriate for mediation, unless compelling reasons justify the use of mediation. The decision of whether to enter into mediation should be made on a case-by-case basis. These guidelines are intended to assist mediation programs and independent mediators in the development of appropriate protocols, in order to enable the parties to make the appropriate use of the mediation process while maximizing safety for all participants.

While mediation can be useful to some parties, it is not always beneficial, and in some cases is harmful. Mediators should disclose to parties who are considering mediation the disadvantages as well as the advantages of using the process. Exposure to information about the mediation process, screening for mediation, resource information and referral, and related services may be made mandatory. Exposure to information about the mediation process may also appropriately be made mandatory, but mediation should not be initiated, and if initiated should not continue, unless both parties and the mediator believe that a fair, non-coercive process will occur.

Following the guidelines there are two examples of protocols that represent sensitivity to the work group's concerns in many areas. One is from a public agency. The other is from an organization for private as well as public mediators. They are included as examples only and do not carry the endorsement of the Oregon Domestic Violence Council.

## Guidelines

*Domestic violence poses a serious threat to the safety, health, and well-being of a significant number of families. A high incidence of such violence occurs during and following separation and divorce. The Oregon Domestic Violence Council, therefore, recommends that every family mediator and family mediation program, whether court-connected or private, formulate and follow a domestic violence protocol that includes the following elements:*

- 1. All programs/mediators shall recognize that mediation is not an appropriate process for all cases and an agreement is not necessarily the appropriate outcome of all mediation.**

*Commentary:* The mediator's job includes continuous assessment of whether a case is better resolved in mediation, or by

other means. Factors in this assessment include whether the participants can stand up for what they believe is good for their children and themselves and what alternatives to mediation exist. There may be a conflict of interest when mediators are paid per session in that ending mediation would reduce the mediator's income. Furthermore, mediators and programs should not be evaluated on the basis of the number of agreements, as a high rate of agreement may indicate that many cases are being resolved in mediation because one participant is unable or unwilling to stand up for what he or she believes. The assessment process should identify these cases as not appropriate for mediation.

- 2. Neither the existence of nor any of the provisions of a FAPA restraining order shall be mediated.**

*Commentary:* Oregon law prohibits courts from ordering or providing mediation of a FAPA restraining order. This provision, of course, applies only to court-connected mediation but it is the position of this Council that mediation of restraining orders should not be provided in the public or private setting. ORS 107.755, however, provides that "...the circuit court...may provide mediation under ORS 107.755 to 107.785 for child custody and visitation disputes in a domestic relations suit, or for child custody and visitation disputes in filiation suits..."

The question arises whether it is appropriate to mediate domestic relations cases when one party has obtained a FAPA restraining order, even when the restraining order itself is not mediated. All mediation cases should be carefully screened for domestic violence. It is the presence of domestic violence, and not the type of case the parties filed, which should be the focus of the screening process. Where domestic violence is present, the case should be presumed inappropriate for mediation unless compelling reasons justify the use of

mediation, and the decision of whether to enter into mediation should be made on a case-by-case basis. Under no circumstances should the restraining order itself ever be mediated.

A domestic relations case which has been screened and determined to be appropriate for mediation may also involve a FAPA order. In this case, although the FAPA order is not mediated, the domestic relations case may be. The court may determine that the resulting agreement affects the provisions of the FAPA order.

**3. All programs/mediators shall develop and implement a screening and ongoing evaluation process of domestic violence issues for all mediation cases.**

*Commentary:* In all mediation cases, screening and ongoing evaluation of domestic violence are essential. A domestic violence survivor who has left the abusive relationship has taken a very important step. However, the dynamics of power and control which existed in the abusive relationship may continue to dictate the way the parties relate to each other during the course of mediation.

To screen and evaluate appropriately, all programs/mediators must provide:

- Safety in arrival, seating, and departure
- Separate orientations for the parties if both are not comfortable with attending orientation together
- Separate and private individual conferences with each party prior to mediation to explore concerns about domestic violence, safety of parents and children, and issues concerning communication, comfort, and the ability to negotiate
- A policy that mediation may be initiated, and if initiated may continue, only if the following occur:
  1. Each party chooses to participate; and
  2. Each party and the mediator believe that a fair, non-coercive process resulting in an informed discussion will occur

*If concerns regarding safety, ability to negotiate, or informed discussion exist, the mediator should advise the party to seek the guidance of an attorney.*

- Procedures for terminating mediation at any point if either party or the mediator deem this appropriate. The mediator should emphasize to the clients that mediation has not failed if an agreement has not been reached.

**4. When mediators explain the process to the parties, the explanation shall include the disadvantages of mediation and the alternatives.**

*Commentary:* Mediators should inform participants in advance about the drawbacks of the mediation process so they do not experience pressure from the mediator or the judicial system to participate or to reach agreement. Mediation is a process that presumes that a mediator can help maintain a balance of power between the parties. Mediation can be misused if there is a significant or unrecognized imbalance of power. The mediator's initial explanation of mediation must cover this presumption and include a specific example of the misuse of mediation with parties who have been in a violent relationship.

**5. All programs/mediators shall develop and implement a provision for opting out of mediation which allows either party to decline mediation once they have been informed of the advantages and disadvantages of mediation or at any time during the mediation.**

*Commentary:* It is important that participants understand clearly that it is appropriate to decide mediation is not the best process for them. Participants should be assured that exposure to mediation fulfills the requirements of a court-ordered referral. They need to understand it is not a "failure" to terminate mediation and there are no legal repercussions for doing so.

It is the mediator's responsibility

to terminate mediation if he or she believes either of the participants is unable to mediate safely, competently, and without fear of coercion. Monitoring is a continuous responsibility throughout the mediation process. The manner in which a mediator terminates mediation can be critical to a participant's continuing safety. To avoid creation of further danger for the survivor, the mediator needs to be careful in explaining the reason for termination to the parties. The mediator should, as much as possible, take responsibility for the decision.

**6. All programs/mediators shall develop and implement a set of safety procedures aimed at minimizing the likelihood of intimidation or violence in orientation, during mediation, or on the way in or out of, the building.**

*Commentary:* Attendance at separate orientations should be allowed. Separate seating and separate arrival and leaving times should be arranged, if necessary. The parties should leave separately if a restraining order is in effect, if there has been any indication of discomfort or conflict, or if either party requests this. The abused should arrive last and leave first with a reasonable lag in time for safety purposes. Parties should be allowed to have a support person accompany them to the office. It is desirable to have two exits from the mediator's office. The availability of Security staff is most helpful. Separate meetings and conference calls should be used when appropriate. Shuttle mediation, with the mediator going between the parties who are in separate rooms, can also be useful. At the outset of mediation, both parties should agree to ground rules for behavior, which should be explained to them by the mediator. Rules should include:

- Parties are not to interrupt one another;
- Parties are to refrain from the use of blaming or hurtful language and intimidating behavior;

- The continuation or dismissal of restraining orders is not an appropriate discussion for mediation, and Parties are to maintain a business-like and respectful attitude.<sup>1</sup>

**7. All mediators shall obtain continuing education regarding domestic violence and related issues.**

*Commentary:* Mediation in cases in which there is or has been domestic violence is complicated and can be dangerous to the participants and the mediator. Therefore, family mediators must be knowledgeable about domestic violence. In the context of mediation, it is easy to overlook or misread the signs of domestic violence, perceiving the victim as the uncooperative party. Mediator misconceptions about domestic violence can result in domestic violence not being identified or not being reported, and/or in victim-blaming. A single training on domestic violence is not sufficient exposure to maintain mediator awareness. Continuing education on domestic violence issues is necessary and should be required.

OAR 718-30-060(1)(c) requires court-connected domestic relations mediators to have completed seminar or graduate level course work which substantially covers domestic violence and child abuse.<sup>2</sup> Training required of court-connected mediators should be

required of all family mediators and should include:

- The dynamics of domestic and family violence, including familiarity with the power and control model
- Issues related to physical and psychological abuse and their effects on family members
- The impact of family violence, including of witnessing violence, on children
- Effective techniques for screening, implementing safety measures and safe terminations
- Knowledge of appropriate referral resources used in addition to or instead of mediation
- Sensitivity to cultural, racial and ethnic differences that may be relevant to domestic violence.<sup>3</sup>

Mediators should have an understanding of and sensitivity to cultural, political, economic and family value differences enabling them to:

- 1) Be aware of personal and global cultural biases and how these biases and stereotypes may influence screening for abuse and the mediation process itself

- 2) Avoid assumptions about clients' values, habits, interests, needs, and socialization
- 3) Consider the effects of social and/or cultural isolation related to:
  - a) Culture shock, health care, isolation, fear of or threats of being deported
  - b) Fear of or threats of having sponsorship for employment withdrawn
  - c) Levels of community contact and access to services
  - d) Personal rights under the law
- 4) Recognize how cultural differences can affect the meaning of non-verbal body language
- 5) Understand the impact of housing, public assistance, immigration laws, refugee and legal aid policies on assaulted women

Cross-cultural curriculum content, process and design ought to include the support and participation of providers of services to culturally diverse and minority populations.<sup>4</sup>

**8. Mediation programs shall collect appropriate data. The determination of what data to collect shall be made with sensitivity to domestic violence issues.**

<sup>1</sup>Maine Court Mediation Service, *Mediation in cases of Domestic Abuse, Helpful Option or Unacceptable Risk*, The Final Report of the Domestic Abuse and Mediation Project, January, 1992, p. 34.

<sup>3</sup>*Mediation of Family Disputes Involving Domestic Violence*, Report of the Academy of Family Mediators Task Force on Spousal and Child Abuse, February, 1995.

<sup>4</sup>Barbara Landau, et. al., *Report from the Toronto Forum on Woman Abuse and Mediation*, June, 1993

<sup>2</sup>Oregon Administrative Rules, Chapter 718, Division 30, Dispute Resolution Commission, effective April 21, 1992.

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## Appendix to Guidelines for the Use of Mediation in Family Law

### *Examples of How an Imbalance of Power Can be Manifested in Mediation*

1. Past history has taught her to know that a certain benign look from him means that she is saying something that is making him angry. This simple look can easily pass from him to her without the mediator being aware.
2. He complains to the mediator that she never had enough baby food, diapers and other supplies on hand, therefore she is not the best parent for the child. The reality is that he had her on an unreasonable allowance and had total control of the family finances.
3. He tells the mediator how he attempts to visit the children or to talk to them on the telephone because he is a concerned and caring parent. He is rebuked by her for these attempts and she is angry that he wants to see the children. She knows however that he is using these visits and calls to monitor her activities.
4. He tells the mediator he is willing to allow her to keep the station wagon for transporting the children and says that she should also be allowed to have the family cat. She says simply "No." The mediator perceives her as uncooperative and him as generous and willing to be reasonable and looking out for the well being of the children. She is afraid to say that he has removed the distributor cap from the car and has killed the family cat.
5. He tells the mediator that he "gave" her the house so that his children would have a home. The reality is that he threatens her with not making the payments if she does not do as he wishes.

# DOMESTIC VIOLENCE POLICY AND PROTOCOLS

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## INTRODUCTION

### The Family Mediation Program

The Lane County Family Mediation Program is a court-connected service offering mediation to parents who are involved in a legal action concerning final custody or visitation. The program does not provide mediation of financial or property matters.

Mediation is the process of working with a neutral professional to reach decisions which are agreeable to the involved parties.

### Program Funding

The Family Mediation Program is funded by a portion of Lane County's marriage license and divorce filing fees. Parents do not pay directly for their use of the service.

### Exposure to Mediation

In Lane County, parents who have not reached agreement on final custody or visitation must participate in an exposure to mediation before a judge will decide the matter in court. The exposure to mediation is required for parents who are in the process of divorce, are divorced, or are unmarried.

The rule described above does not apply to Family Abuse Prevention Act proceedings, and such proceedings are not referred to the Family Mediation Program.

Parents may participate at the Family Mediation Program, or at another mutually acceptable mediation resource. At the Family Mediation Program, clients are asked to attend a minimum of an orientation to mediation and the program, and an individual, private conference with the mediator.

This report describes the Family Mediation Program's policy and protocol concerning parents' involvement with the service when domestic violence is an issue.

### Ongoing Dialogue Regarding Domestic Violence

The philosophy of the mediation program is that domestic violence policy and protocol require ongoing dialogue, review, and assessment. Comments and information are welcome from any source, and additional program details are provided upon request.

## **DOMESTIC VIOLENCE AND MEDIATION**

### **Orientation and Individual Conference**

A parent who is referred to the Family Mediation Program begins by participating in an orientation and individual conference with a mediator. The orientation and individual conference process are not considered mediation because parents do not talk directly with one another about parenting or other substantive issues. (See page 23 for a description of the orientation and individual conference process.)

### **When Mediation Will Occur**

Following the orientation and individual conference with the mediator, mediation may be initiated, and if initiated may continue, only if each of the following occurs:

- Each parent chooses to participate.
- Each parent and the mediator believe that a fair, non-coercive process resulting in an informed discussion will occur.
- If concerns regarding safety, ability to negotiate, or informed discussion exist, the party is advised to seek the guidance of an attorney.

It is important to note that the preceding rule applies to ALL cases referred to mediation, not just to those involving physical violence. Even when physical violence has not occurred, other significant factors include the threat of violence, emotional and verbal forms of abuse, unequal financial resources, unequal access to legal representation or information, and other circumstances. At the Family Mediation Program, mediation will not occur if, because of domestic violence or any other reason, a parent or the mediator does not believe that a safe, noncoercive process which results in an informed discussion will occur.

## **MEDIATOR QUALIFICATIONS AND PROGRAM ACTIVITIES**

### **Mediator Qualifications**

By law, Family Mediation Program mediators are professionals who have extensive education, training, and experience in domestic violence, Family and divorce dynamics, domestic relations mediation, child abuse, child development, and alcohol and drug issues. Each year, staff mediators are required to attend additional education in these or related areas.

### **Supervision and Evaluation**

Family Mediation Program staff participate in ongoing supervision and evaluation within the program. Comments or concerns from clients, or any individual or organization are welcome at any time. The mediation program periodically conducts consumer and attorney evaluations of the service.

The Family Mediation Program is part of Lane County's Department of Health and Human Services. A Circuit Court Mediation Commission oversees the program's activities, policy development, and evaluation. The program is a member of the Association of Oregon Domestic Relations Court Services.

## **REFERRAL AND FIRST CONTACT**

### **Referral to Mediation**

In Lane County, parents who are involved in a legal action concerning final custody or visitation are required to participate in an exposure to mediation. This requirement may be completed through the Family Mediation Program or any other mediation resource that is acceptable to both parents. As previously noted, by law, Family Abuse Prevention Act proceedings are not referred to the Family Mediation Program.

The mother and father are usually referred to the Family Mediation Program by attorneys or the court. Each parent is asked to contact the service to schedule an appointment.

### **First Telephone Contact**

During the first telephone contact to schedule orientation, the client is asked if she or he is comfortable meeting with the mediator together with the other parent. Separate appointments are scheduled if requested by either parent or attorney, or at the discretion of the Family Mediation Program.

Parents or their attorneys are encouraged to contact the mediation office in advance of the first appointment if there are domestic violence concerns, or any other circumstance involving the comfort or safety of any Family member.

Prior to the first appointment, the program mails each client written information concerning the service and the first session.

## **ARRIVAL, SEATING, AND DEPARTURE**

### **Arrival**

For the first appointment, and any later meeting, one parent may arrange to arrive at an earlier time than the other parent. This arrangement is made upon request of the client, or at the program's discretion if there is an issue concerning comfort or safety.

## Example 1 to Guidelines for the Use of Mediation in Family Law

### Seating

Upon arrival at the mediation office, each client is offered a choice of seating in the main reception area, or in a separate area. Parents may have a person accompany them to the office. The clients' attorneys may be present in a mediation appointment, or other significant individuals (such as divorced parents' new partners) may attend if all parties agree in advance. During an appointment, separate and private areas are available for individual discussions with the mediator, or for any other need.

### Departure

At the end of each appointment, clients leave the office separately if a restraining order is in effect, if there has been any indication of discomfort or conflict, or if requested by either party. Parents leave the office at the same time only if both parents and the mediator agree that this is desired.

A client with concerns regarding safety or comfort will leave the office first. The mediator, or another individual, always personally escorts one or both parents from the office building if the appointment is at night, or if any safety concerns exist.

## BEFORE MEDIATION BEGINS: ORIENTATION AND INDIVIDUAL CONFERENCE

### Orientation to Mediation

The first appointment begins with an orientation to the mediation program. The parents receive the orientation separately if concerns regarding safety or comfort exist, if requested by either parent, the parent's attorney, or at the decision of the mediator.

During the orientation, the mediator provides information concerning the program, the role of the mediator and rules concerning courtesy and communication during the appointment. The mediator explains that, with the exception of child abuse or a planned serious crime, all discussions are private and confidential.

Clients are informed that mediation conversations cannot be quoted in legal documents or court, and that the mediator does not appear in court or prepare a recommendation or report to the judge. It is explained that any agreement reached in mediation is considered tentative until reviewed by an attorney.

### Individual Conferences

Immediately following the joint or individual orientation, each parent meets separately and privately with the mediator. At this time, the mediator explores with the client any concerns regarding domestic violence, the safety

of the parent and the children, and issues concerning communication, comfort, and ability to negotiate. Appendix A of this report describes examples of questions a mediator asks to explore these topics.

When speaking individually with the mediator, the client is assured that the conversation is private and will not be repeated to the other party without permission.

Upon completion of the individual conferences, the parents will not be seated in the same room or asked to speak together if any concern regarding safety or comfort exists.

### Additional Orientation and Individual Conference Services

In addition to the previously described content, the orientation and individual conference with the mediator also provide the following services to each parent:

- Private discussion with the parent of any concerns regarding child abuse or neglect, partner violence or intimidation, alcohol or drug issues, or other areas of individual, parental, or family safety or concern. Information and referral, as appropriate, to resources for assistance in these areas.
- Information, discussion, literature, and resource assistance concerning the adjustment of children and parents to divorce, family and step-family relationships.
- Information concerning possible legal resources, if parent unrepresented.
- Information regarding Oregon laws concerning parental rights and responsibilities.

## THE MEDIATION PROCESS

### When Mediation Can Occur

Following the clients' orientation and individual conferences with the mediator, mediation will be initiated only if the circumstances described in the "Domestic Violence and Mediation" section of this report occur.

### When a Concern Can Be Remedied

Under some circumstances, the mediator and the parent or parents may successfully remedy a concern regarding comfort, safety, or ability to negotiate. The clients and mediator may then decide that mediation can appropriately proceed. The following are some examples of how this process may take place:

- Mediation is postponed until a party obtains legal representation.
- The mediator speaks individually with both clients (by telephone or in person) or their attorneys, in advance of the first appointment.



## Example 1 to Guidelines for the Use of Mediation in Family Law

- The mediator refers the client to his or her attorney or other resource for information and assistance prior to scheduling further appointments in the mediation office.
- Temporary support, child access, and/or protective orders are entered.
- Telephone mediation, rather than in-person mediation is planned.
- The mediator "shuttles" back and forth between the parents rather than meeting with them together.
- Anger management, counseling, batterers' treatment or parenting education is arranged. A written agreement for such participation may occur.
- Referral to legal services, domestic violence resources, child protective services, or other community services is provided.
- The mediator schedules individual time with each parent at the beginning of any appointment for the parents together.
- The mediator contacts one or both clients by telephone in between appointments.
- The parties' attorneys attend an appointment, or, if agreed upon by both clients, other individuals (for example, divorced parents' new partners) attend an appointment.
- A co-mediator participates in mediation.
- Parents bring to mediation written proposals or notes, which are reviewed individually with the mediator.

[See Appendix B, "Protective Provisions in Mediated Plans."]

### Session Rules

In all cases, whether or not a concern regarding comfort or safety has been raised, the Family Mediation Program mediator applies the following rules in every appointment:

- A courteous, business-like atmosphere is maintained. A meeting will not continue if such an atmosphere cannot be maintained.
- The comfort and safety of each client are the first priority of the mediator and the mediation program.
- Each parent has an equal opportunity to speak.
- The mediator conducts the appointment, ensures that the preceding rules are followed and terminates the meeting at his or her discretion.

## POSSIBLE BENEFITS OF MEDIATION

When parents choose to participate in mediation, they work to decide their children's future, rather than putting decisions in the hands of the court. Parents who reach their own plan for custody, visitation and other parental matters often feel more certain that their decisions will benefit both their children and themselves, and that they will be

able to satisfactorily carry out the terms of the agreement. Mediated parenting plans take into account the unique needs of each child and parent, protect both the children's and parents' rights, and specify parental responsibilities.

As previously mentioned, a parent may participate in mediation by telephone, on an individual basis (not ever in the same room with the other parent), or together with the other parent. Mediation will not occur unless both parties and the mediator believe that a safe and fair process which results in an informed discussion can occur.

A mediator can assist parents in reaching plans which protect the children or a parent, or which address other special needs. Appendix B contains examples of how such plans may be included in a mediated agreement.

## COMPLETING MEDIATION

### Written Agreement

The Family Mediation Program mediator will prepare a written agreement only if both parents and the mediator believe that a non-coercive and informed process has taken place. Included in all agreements is the statement that the document is tentative pending attorney review. When possible, clients are encouraged to include terms for future conflict resolution in a written agreement.

### Follow-Up

All mediation program clients are offered one (one time only) follow-up appointment which may occur at any future time. Such a meeting is voluntary, and there is no charge. A parent may choose to request a follow-up appointment if parental problems or concerns arise. Former clients may also telephone the mediator for assistance in information and referral concerning a problem.

### Conclusion

The Lane County Family Mediation Program provides parents a variety of premediation services, and, when appropriate, the opportunity to participate in mediation through a voluntary, safe, non-coercive, and informed process. By extending rigorous policy and protocol guidelines to all cases, whether or not physical violence has occurred, the program provides a protected process to all referred clients.

This report describes the Family Mediation Program's current domestic violence policy and protocol. The program welcomes input and information on this topic, and will continue to evaluate its guidelines in order to provide Lane County families the best possible service in the future.

## APPENDIX A

### DOMESTIC VIOLENCE ASSESSMENT

Immediately following a brief orientation to the Family Mediation Program, each client meets individually and privately with the mediator. The following are examples of questions the mediator may ask to identify any issues regarding domestic violence, negotiating ability, or communication concerns.<sup>1</sup>

- Mediation often occurs with both spouses together in the same room. Do you have any concerns about mediating together in the same room with your spouse?
- Are you afraid of your spouse for any reason?
- Has your spouse ever threatened to hurt you in any way?
- Has your spouse ever hit you or used any other type of physical force towards you?
- Have you ever called the police, requested a restraining order, or sought help for yourself as a result of abuse by your spouse?
- Are you currently afraid that your spouse will physically harm you?
- Mediation is a process in which divorcing spouses work together with a neutral third person to negotiate details of their divorce. Do you believe you would be able to communicate with your spouse on an equal basis in mediation sessions?
- Has your partner ever threatened to deny you access to your children?
- Do you have any concerns about the children's emotional or physical safety with you or the other parent?
- Has Children's Services Division ever been involved with your family?

The following are examples of additional questions which may help the mediator to learn of the client's concerns, and speech patterns and behaviors which may be significant.<sup>2</sup>

- How were decisions made in your marriage?
- How were disagreements settled?
- Did any arguments ever get physical?
- Have you ever spent the night with a friend because you were afraid of your spouse?
- Does your spouse have a bad temper?
- If so, is it worse after drinking/using drugs?
- In your relationship, has there ever been any:
  - \* pushing;
  - \* slapping;
  - \* restraining;
  - \* hitting;
  - \* punching;
  - \* yelling;
  - \* threatening;
  - \* put-downs;
  - \* following (stalking)?

Speech patterns and behaviors that may be signals of domestic violence or power imbalance:

- One party introduces both as "Mr. and Mrs. \_\_\_\_\_"
- One party consistently referring to "we."
- One party speaking for the other.
- One party consistently answering first.
- Ambivalence.
- Bickering.
- Insulting statements.
- Bringing flowers to the session.
- Coming in their "Sunday Best."

<sup>1</sup> Adapted by Kathleen O'Connell Corcoran, M.S., from the work of Richard M. Tolman, Ph.D, Professor Jane Addams College of Social Work, University of Illinois, Chicago. These questions are worded for parents who are in the process of divorce. The wording is revised for parents who are already divorced, or who are unmarried.

<sup>2</sup> Note: From Kathleen O'Connell Corcoran, M.S., 1994.

## APPENDIX B

### PROTECTIVE PROVISIONS IN MEDIATED PLANS

Family Mediation Program mediators often assist clients in reaching parenting plans which protect the children or a parent, or which address other special needs. A parenting plan is not complete until both clients believe that it satisfactorily addresses all pertinent issues. A written agreement is considered tentative until reviewed by an attorney.

The following are some examples of protective or special provisions which may be included in a temporary or final mediated plan:

- Detailed plans for exchange of the children through a third party, without the parents having contact with one another.
- Participation by a party in anger management, drug or alcohol evaluation and treatment, parenting education, or other required process prior to a change in terms of visitation.
- Restricted or structured telephone contact between one parent and the other parent or the children.
- Provision for gradual steps to begin visitation, with follow-up by the mediation program with the parents to evaluate success.
- Communication between the parents (when necessary regarding the children) through a third party.
- Clear explanation of specific parental rights and responsibilities.
- Detailed description of all parenting provisions so that subsequent negotiation or agreement between the parents is not required.
- Requirement for parents to refrain from any negative statement about the other parent within the hearing of the children.
- Non-interference with a child's counseling or other activities.
- Limited, monitored, or other specialized visitation plans.
- Future review and assessment of parenting provisions.

## Example 2 to Guidelines for the Use of Mediation in Family Law

# MEDIATION OF FAMILY DISPUTES INVOLVING DOMESTIC VIOLENCE

*Report of the AFM Task Force on Spousal and Child Abuse,  
This report is for educational purposes only and is not intended as an AFM policy.*

Family violence, which is mostly perpetrated against women, and its impact on children, continue to pose serious questions for dispute resolution professionals and the practice of mediation. Women's advocates, mediators, mental health workers, lawyers and the judiciary are increasingly working together to better understand the complex consequences of family violence. Collaboration is increasing among mediators and advocates from victim's networks.

Some critics consider divorce mediation to be inappropriate in cases where domestic violence is an issue because of the fear of retribution, the absence of trust, and the imbalance of power between the parties. They argue that mediation may not protect parties from coerced settlements and from subsequent intimidation and violence; they believe litigation is preferable to mediation in these cases.

For cases in which there is abuse, a question often asked is whether the legal process - including arrest, protective orders, and litigation - is adequate to restructure a post-separation parenting relationship which will work in the best interests of all involved. This subject continues to be a topic of much debate.

These guidelines address some of the issues involved in determining which cases may be appropriate for mediation and offers, recommendations regarding ways to safeguard the physical safety and legal rights of all parties.

## BASIC GUIDELINES FOR MEDIATORS

- Family mediation cases in which there is or has been domestic violence are complicated and can be dangerous to the participants and the mediator. Therefore, beginning mediators and mediators not trained or experienced in domestic violence should not accept referrals of these cases but rather should refer them to an experienced mediator or to another appropriate resource. Another choice would be for an inexperienced mediator to co-mediate with someone who has considerable professional experience dealing with domestic violence cases.
- If the abuse history or potential for violence is sufficient to jeopardize a party's ability to negotiate without fear or duress, the case should not be mediated.
- There should be no mediation concerning the violence itself. For instance, an offer to stop hitting in exchange for something else should not be tolerated.
- When safety is an issue, the mediator's obligation is to provide a safe environment for cooperative problem-solving or, when this does not seem workable, to help the clients consider more appropriate alternatives.
- Above all, the mediator must promote the safety of all participants in the mediation process.

## GUIDELINES FOR ASSESSING WHETHER MEDIATION MAY BE APPROPRIATE

- A. Prior to commencing mediation, screen all clients for a history of abuse to determine which cases are inappropriate for mediation, which require additional safeguards in addition to or instead of mediation, and which should be referred to other resources.
  1. Conduct initial screening separately with the parties. This could be done a variety of ways. For example, screening could take place within a brief telephone or face-to-face interview, or with a written questionnaire. Using a structured questionnaire, basic information can be gathered which includes details about any history of abuse. If screening is not done separately, a victim may be unwilling to reveal the presence of violence and/or may be placed at risk for revealing the violence.
  2. Screening should continue throughout the mediation process.
- B. Whether couples enter mediation voluntarily, or because it is mandated by statute or court/local rule, matters of safety, free choice and informed consent require special consideration, especially in situations where domestic violence is a factor.
  1. Mediators and mediation services have an ethical duty to assure that mediation occurs in a safe environment and that the process goes forward only if both parties have the ability to mediate safely, autonomously, and free from any intimidation. The parties must be capable of reaching outcomes satisfactory to both of them, voluntarily and with informed consent. If these conditions cannot be met, mediation needs to be terminated safely and appropriately.

## Example 2 to Guidelines for the Use of Mediation in Family Law

2. In order to assure safety and freedom from coercion, it is important that the courts not view a party's request to waive the mediation requirement as evidence of a lack of cooperation.
3. In jurisdictions in which there is mandatory mediation, it is especially important that there be separate screening. In addition, the following options should be made available:
  - a. separate sessions,
  - b. the presence of a support person,
  - c. an exemption from the mediation requirement.
- C. Clients should be strongly encouraged to consult with attorneys prior to mediation and certainly before an agreement is finalized.
- D. Mediators must be knowledgeable about domestic violence. Training for mediators should include the following:
  1. Issues related to physical and psychological abuse and its effect on family members;
  2. The impact that family violence (including witnessing violence) has on children;
  3. Effective techniques for screening, implementing safety measures and safe termination;
  4. Referral to appropriate resources, in addition to, or instead of mediation;
  5. Sensitivity to cultural, racial and ethnic differences that may be relevant to domestic violence.
- E. When a decision is made that mediation may proceed, mediators need to assure standards of safety, voluntariness, and fairness. When mediators have concerns, they should inform their clients that they are not neutral about safety.

The following are recommended procedural guidelines:

1. Obtain training in domestic violence and become familiar with the literature.
2. Never mediate the fact of the violence.
3. Never support a couple's trading non-violent behavior for obedience.
4. Set ground rules to optimize the victim's protection.
5. When appropriate and possible, arrange separate waiting areas and separate arrival and leaving times, permitting the victim to arrive last and leave first with a reasonable lag in time for safety purposes.
6. Use separate meetings throughout the mediation process when appropriate, necessary, and/or helpful.
7. Consider co-mediation with a male/female mediation team, as an option.
8. Maintain a balance of power between the couple, and, if this is not possible, terminate the mediation process and refer the couple to an appropriate alternative process. Such alternatives might include shelters, therapists, abuse prevention groups, and attorneys.
9. Allow a support person to be present in the waiting room and/or mediation session.
10. Terminate the mediation if either of the participants is unable to mediate safely, competently, and without fear of coercion. Precautions should be taken in terminating in order to assure the safety of the parties. For example, the mediator should not reveal information to one party or to the court that could create a risk for the other party.
11. Consider offering a follow up session to assess the need for a modification of the agreement.
12. Work with diverse cultural and ethnic groups serving violent families to develop appropriate and culturally sensitive options for resolving issues related to separation and divorce when domestic violence is an issue.

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# EDUCATION PROTOCOLS: GRADES K-12

*Prepared by the Education Work Group  
of the Oregon Domestic Violence Council*

The Education Work Group of the Oregon Domestic Violence Council met monthly for eighteen months as a full committee and spent many hours between meetings individually and in subcommittee work. The work group members who participated in developing these protocols are:

Belle Bennett	Michele Price
Cynthia Butts	Vangie Shaw
Kori Khilnani	Beverly Winbolt
Maggy Khilnani	Carrie Woods
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Margi McCue, Chair	

The work group also received input from educators throughout the state, including administrators, counselors, social workers, and classroom teachers. Prior to development of the protocols, the work group surveyed over 200 students to learn the state of their knowledge about domestic violence, what they wanted, and with whom they felt safe in the school setting. Once the first draft of the protocols was completed, the work group reviewed them with school personnel, legislators, and law enforcement, including school police.

The work group wishes to thank all persons and institutions who gave their time and expertise to this process, as well as Midvalley Women's Crisis Services in Salem who provided the work group with a meeting space each month.

## I. Introduction

The Education Protocols Work Group of the Oregon Domestic Violence Council believes that everyone is impacted by domestic violence. Due to the prevalence of domestic violence in our society and its negative impact on children, it is important that programs of prevention and intervention through education be implemented. Prevention

and early intervention programs for children are key to providing a coordinated community response to this societal problem.

### A. What is Domestic Violence?

Domestic violence is a pattern of coercive behavior used by one person to control and subordinate another in an intimate relationship. These behaviors include physical, sexual, emotional, and/or economic abuse using tactics of coercion, terrorization, degradation, exploitation, and violence. Domestic violence crosses all cultural, religious, ethnic, economic, and social boundaries. Although abuse occurs in same sex relationships and sometimes women abuse men, in over 90% of reported cases of domestic violence, women are the victims and men are the perpetrators. Thus the Education protocols primarily refer to abuse of women by men.

### B. What is the Cause?

A root cause of domestic violence is the unequal power that exists in this society between men and women politically, socially, economically, and physically. This inequality, which has persisted historically, has been perpetuated by society's institutions through gender role stereotyping which supports the belief in male privilege. This belief and its subsequent practice begins early, continues through adulthood and is sometimes handed down through generations. Images in the media (film, television, advertising, pop music, etc.) reinforce gender role stereotyping; the stereotypes are perpetuated in the work place as well as in our educational, religious, and legal systems. Although stereotypical attitudes regarding gender roles may vary from culture to culture, these implicit and explicit statements of male privilege can lead to violence against women. Children learn their views of gender roles from social and familial role models and thus may

believe that it is appropriate for men to be aggressive and domineering. Women may be viewed as deserving of abuse. Abusive relationships often mirror other oppressive systems in society; racism, sexism, and homophobia all have in common the procuring and maintaining of power and economic control while lowering self esteem through violence.

### C. How Does Witnessing Domestic Violence Affect Children and Youth?

Some retrospective studies have indicated that adults who witnessed violence in the home as children were significantly more likely to engage in interpersonal aggression, and to remain in an abusive relationship. These adults, particularly the males, expressed an attitude of approval regarding wife abuse and were less able to resolve conflict situations constructively. Witnessing domestic violence as a child has been identified by sociologists and social learning theorists as the most common risk factor for becoming abusive towards a wife or lover in adulthood.<sup>1</sup> However, it is also important to note that many children do not grow up to repeat this pattern of abusive behavior.

In a study in a Washington state batterers' intervention program, 63% of the men had either experienced physical abuse or had witnessed physical abuse involving their parents when they were children.<sup>2</sup> A Baltimore City study in 1983 found that 75% of men seen in a batterers' program reported witnessing their fathers beat their mothers; 50% reported being abused as children.<sup>3</sup> In a

<sup>1</sup> "Fact Sheet on Children of Men Who Batter," compiled by the National Organization for Men Against Sexism, 1993.

<sup>2</sup> Gander and Harris, "Domestic Violence: Issues in Designing and Implementing Programs for Male Batterers," paper presented at the American Psychological Association meeting, August 29, 1988.

<sup>3</sup> "Broken Bodies, Broken Spirit: Family Violence in Maryland and Recommendations for Change," Family Violence Coalition, Maryland, June 1994.

review by Hotaling and Sugarman of several empirical studies of the relationship between childhood experience and adult violent behavior, 94% of the studies found a significant relationship for men between witnessing parental violence and later abusing a partner. In this same review, 69% of the studies found that being the victim of child abuse was associated with partner abuse, and 31% did not find this correlation.<sup>4</sup> As adolescents, boys who have witnessed parental violence may also assault their mothers or siblings. They have learned that violence resolves conflict, and that violence is "normal" behavior. Because victims usually comply with the abuser's demands to avoid further attack, young witnesses may also learn that using violence works.

Not only do many children who witness domestic violence learn aggressive behavior and patriarchal attitudes, but in homes where domestic violence occurs, children are at high risk of suffering abuse themselves. Whether or not actual physical or sexual abuse occurs, the emotional effects of witnessing domestic violence are very similar to the psychological trauma associated with being a victim of child abuse. According to a 1988 study done by the National Women Abuse Prevention Project<sup>5</sup>:

- Children in homes where domestic violence occurs are physically abused or seriously neglected at a rate 1500% higher than the national average in the general population.
- A major study of more than 900 children at battered women's shelters found nearly 70% of the children were victims of abuse or neglect. Nearly half of the children had been physically or sexually abused. However, only 20% had

been identified and served by Child Protective Services prior to coming to the shelter.

- Children in homes where domestic violence occurs may indirectly receive injuries from thrown items or weapons. Infants may be injured if being held by their mother when the batterer strikes out.
- Older children may be hurt while trying to protect their mother.
- Children from violent homes are at higher risk of drug and alcohol abuse and juvenile delinquency.
- Emotional effects of domestic violence on children include taking responsibility for the abuse, suffering constant anxiety, feeling guilt for not being able to stop the abuser or for loving the abuser, and fearing abandonment.

Recent studies confirm that many children who witness violence against their mothers exhibit symptoms much like those of Post Traumatic Stress Disorder (PTSD)—a short attention span, hypervigilance, easy distractibility, aggressive behavior.<sup>6</sup> The trauma they suffer stems from standing by helplessly and witnessing the battering of their mother, the parent they most often see as their protector and nurturer, whom they depend on for love and support. These symptoms may also be caused by lack of sleep due to nighttime episodes, fear for mother's safety, and/or imitation of the batterer's behavior. Because until recently so little has been known about the effects of domestic violence on child witnesses, it is now believed by some treatment professionals that many children from violent homes have been mistakenly diagnosed with Attention Deficit Hyperactive Disorder (ADHD), a disorder with similar symptoms.

Studies of children who witness domestic violence reveal many problems related to school experiences.<sup>7</sup> Some

child witnesses exhibit a below-average self concept and less ability to empathize than children who have not witnessed violence. They may also experience learning problems due to an inability to concentrate, stress related physical ailments, or hearing and speech problems. They may become anxious overachievers in school in an effort to be the perfect child who will save the family. Fear or dislike of school may develop because the child fears that if mother is left alone she may be hurt or killed.<sup>8</sup>

#### **D. Why are Prevention and Education Important for Children and Youth who do not Witness Domestic Violence in Their Homes?**

Although many adults involved in abusive relationships did not always come from violent homes, domestic violence is pervasive in our society. Because children are learning attitudes and behaviors that may result in their belief that violence is acceptable and these attitudes are prevalent in today's music, television, movies, toys, and institutions, it is important that children learn to relate as equals and without the use of violence. They must have the opportunity to gain self esteem and develop their own sense of personal power so they won't feel the need to exert power and control over others. They must gain an understanding of the part gender role stereotyping plays in domestic violence in order to build self esteem regarding their own gender, to change negative behaviors, and to learn how to relate to the opposite sex in healthy ways. All of this should occur at an early age, before children reach adolescence and the dating years.

Not all of the domestic violence experienced by children is witnessed in the home. Young people in middle and high schools experience violence in their intimate relationships much like that of their adult counterparts. According to Barrie Levy, recent investigation has

<sup>4</sup>Hotaling, Gerald T., and David B. Sugarman, "An Analysis of Risk Markers in Husband to Wife Violence: The Current State of Knowledge," *Violence and Victims* 1, Summer, 1986.

<sup>5</sup>National Woman Abuse Prevention Project, "Understanding Domestic Violence: Fact Sheets," Washington, D.C., 1989; Jaffe et al., pp. 28-29.

<sup>6</sup>Jaffe, Peter G., David A. Wolfe, and Susan Kaye Wilson, *Children of Battered Women*, Newbury Park, CA: Sage Publication, 1988, pp. 71-72.

<sup>7</sup>Jaffe, et al., p. 27.

<sup>8</sup>*Ibid*, pp. 26-29.

<sup>9</sup>Levy, Barrie, *Dating Violence: Young Women in Danger*, Seattle: Seal Press, 1991.

found at least as high a prevalence of physical assault among dating couples, as among married couples.<sup>9</sup> (Because studies on dating violence are limited almost exclusively to students in high school and college, little is known about individuals between the ages of 14 and 22 who are not attending school.)

As in all forms of domestic violence, dating violence seems to be a problem in all classes, communities, and ethnic groups. Although both teen men and teen women can be victims of dating violence, Levy suggests that, like their adult counterparts, young women are usually the victims and young men are the perpetrators. Young men are hit primarily when the women fight back; and data suggests that teen women seem more likely to fight back in a violent episode with their intimate partners or dates than older women.<sup>10</sup>

Teen dating relationships are rehearsals and preludes for marriage, and young people act out their parts as they perceive their role should be in a committed relationship. As they emotionally move away from families, their romantic and peer relationships become primary in their lives. They are just beginning to explore their roles in relationships and these roles are based primarily on gender role stereotypes. Young men and women experience peer pressure to follow gender norms—they fear being labeled as “different;” therefore many of them stay within the range of what they define as “normal” male and female behavior.

The dynamic of teen dating violence is similar to that of an adult abusive relationship. Teen women in abusive relationships experience the same fear, shame, isolation, confusion, self blame, denial, and minimization as their adult counterparts. However, a teen’s experience may be intensified because of her age; people other than a boyfriend have control over her life. She may make an attempt to hide the problem from her parents for fear that

they will restrict her activities or possibly will confront the issue openly in a way that might be embarrassing. Also, there are limited social services and legal resources available for teens. An abused teen may feel intense confusion and not know where to turn. If a teen woman is experiencing violence in her home, she may see her boyfriend as the way out of that situation. If he, too, is violent, she may perceive it as less dangerous and threatening than the violence which is happening in her home.

Much of the research on the incidence of physical violence in dating relationships does not include statistics of date rape. Unfortunately, there is little research about the sexual coercion and assault that takes place repeatedly in abusive dating relationships. In such cases, the young man may coerce the woman into having sex, using threats of leaving her if she doesn’t cooperate, telling her that she needs to prove her love, that she needs to be a real woman, or if all else fails, he may force himself on her sexually. Sexual violence can cause feelings of worthlessness, degradation, humiliation, and shame.

As with adult violence, substance abuse plays a part in dating violence; however, it is not a cause of the violence. If someone is prone to abusive or violent behavior, alcohol or drug intake may increase its likelihood. A woman’s use of alcohol or drugs may lower her ability to protect herself from assault. Dating violence and the use of alcohol and drugs often occur together, but there is no causal relationship between the two. Alcohol and drugs complicate, and often keep hidden, the very real problem of dating violence.

### **E. How Can Implementation of These Protocols Contribute to Prevention?**

Protocols for Grades K through 12 are necessary for the provision of a coordinated community response that may eventually stop domestic violence. These protocols will enable educators:

- To provide a safe environment in the schools, a place where violence is not tolerated
- To provide primary prevention through education in the classrooms
- To provide secondary prevention through early intervention with children and youth who witness domestic violence in their homes
- To provide secondary prevention through early intervention with young people involved in abusive relationships

Implementation of the protocols will provide educators of Oregon’s elementary and secondary school children with standardized training in domestic violence, appropriate curricula and classroom resource information, and specific procedures for dealing with domestic violence in the lives of their students.

### **F. How Can These Protocols be Fully Implemented?**

These protocols can be fully implemented on a statewide basis *only* if they are both accepted at the grassroots level and mandated by legislation. The effort must proceed at every level possible, even if it is only at the grassroots level. An attainable step towards implementation is the development of working relationships between schools and their local domestic violence programs and councils, followed by implementation of these protocols by domestic violence program and council representatives. Another step towards implementation of the protocols is the provision of standardized domestic violence training in Oregon’s teacher training institutions and at state and local education conferences.

<sup>10</sup>Ibid



## EDUCATION PROTOCOLS: GRADES K-12

### *Suggested Training Outline For Teachers, Counselors, and Administrators*

The following outline is based upon training currently provided to counselors, child development specialists, and teachers in Portland by staff from domestic violence programs. The domestic violence overview is consistent with the Education Work Group's philosophy. Some material, especially regarding community resources, will vary from community to community.

### **I. All Teachers, Counselors, and Affected Administrative Personnel are Required to Complete Ten In-service Hours of Certified Domestic Violence Training. Recertification is Required Every Three years and INCLUDES an Update on Laws and Information.**

#### **A. Overview of Domestic Violence**

1. Domestic Violence—Definition and Statistics
  - Introduction to the dynamics of power and control in an abusive relationship
  - Explanation that domestic violence cuts across all boundaries of race, class, religion, education level, and sexual preference
  - Presentation of statistics relating especially to children and youth and domestic violence
2. Gender Issues and Gender Role Stereotyping
  - How do these interact with and perpetuate domestic violence?
3. The Chart of Coercion (The Control of Emotional Abuse)
  - Presentation of the eight primary tactics batterers use: isolation, monopolization of perception, degradation and humiliation, food and sleep deprivation, demonstrations of omnipotence, threats and intimidation, occasional indulgences, enforcing trivial demands

4. Barriers to Women Leaving Domestic Violence
  - Understanding why women stay
  - Understanding additional barriers encountered by oppressed populations, women of color, people in same sex relationships, young women, rural women, and others
5. Effects of Domestic Violence on the Victim
  - Post Traumatic Stress Disorder—signs and symptoms
6. Cycle of an Abuser
  - How an abuser's mind works: patterns of criminal thinking
  - Warning signs of an abusive person
7. Effects of Domestic Violence on Children and Youth Who Witness It
  - A child's eye view of domestic violence
  - Trauma to children as witnesses
  - Interference with developmental norms in child witnesses
8. Special Concerns for Teens and Dating Violence
  - Developmental issues regarding teens
  - Special barriers facing teens involved in dating violence

#### **B. Working With The Family**

1. Identification of Domestic Violence
  - Parents' comments
  - Behavior during parent conferences
  - Children's behavior in the class room and with peers, indicators in art, in fantasy and in play
2. Being Supportive
  - Understanding confidentiality and safety concerns
  - Developing screening skills with victim and perpetrator in dating violence situations
  - How to communicate and interact with mom (at various stages)
  - Parenting abilities of mothers in safe vs. abusive environments
  - Supporting the children who witness domestic violence (at various stages)

- Helping children develop safety plans
3. State of Oregon Services to Children and Families/Child Protective Services Reporting
    - What happens and how to get better results
    - "Threat of Harm" category
    - Tracking the family
  4. Resources and Referrals
    - Good books/videos/activities
    - How to access local domestic violence resources: Shelter, Counseling/Support Groups, Crisis Lines
  5. Domestic Violence and the Law
    - Mandatory Arrest
    - Primary Perpetrator
    - Restraining Orders
    - Child Custody

#### **C. What Schools Can Do**

1. School Based Protocols on Domestic Violence: Procedures for Handling Domestic Violence Issues in the School
  - How to set up protocols in your school
  - Suggested procedures for elementary, middle and high schools
  - School based safety orders
2. Teaching a Curriculum on Domestic Violence to Your Students
  - Teaching as primary prevention
  - What to teach at different grade levels
  - Role modeling non-abusive behavior
  - How to deal with disclosures
3. Support Teen Leadership Groups: What they are and how to start one in your school

### **II. Schools Adopt Recommended Procedures in the Handling of Report of Domestic violence.**

#### ***Recommended Procedures***

The following procedures were developed over a fifteen month period by the Oregon Domestic Violence

Council Education Work Group, with feedback from administrators, teachers, and counselors in various school districts. In addition, the work group surveyed students in two school districts to find out what they knew, what they believed, and what they recommended.

**A. In all cases the school administrator (principal or principal's designee) is responsible for:**

1. Designating a staff person responsible for each reported case of domestic violence, assuring confidentiality, and ensuring cooperation of all staff
2. Contact of outside agencies per existing law
3. Acting as liaison between the school and the superintendent

**B. Procedures to be followed by school for cases in which students have witnessed domestic violence in their home and disclosed to school personnel**

1. Upon disclosure of an incident of domestic violence, the staff person receiving the disclosure completes an incident report (see Attachment A - suggested form).
2. Staff person refers the report to school counselor and administrator.
  - a. School counselor or designee makes contact and meets with student.
  - b. School counselor develops safety plan with student
  - c. School counselor and teacher monitor student and note changes in behavior
  - d. Administrator determines if further action is necessary
  - e. Administrator makes a report to Child Protective Services or law enforcement, depending on reporting policy and existing law
3. Teacher and counselor continue to make periodic inquiries of the student.
4. Counselor or designated staff person contacts the battered adult in the home, offering resources, referrals, and opportunity for

safety planning, particularly as it applies to school-based activities. The staff person is sensitive at all times to the safety of the battered adult in the home.

5. All involved staff will keep records of contacts and report to the administrator when appropriate.

**C. Procedure to be followed by the school in cases of student-on-student abuse. This applies to students who currently have or who have had a relationship, who are currently dating or who have dated, or when one student stalks another student. (All other cases of abuse will follow procedures already in place.) This procedure is intended for middle school and above.**

1. *If there is a physical/sexual attack at school:*
  - a. Immediately intervene on site
  - b. Immediately separate the couple
  - c. Check for injuries
  - d. Make a report to the school administrative staff, school security, police, and/or call in medical personnel if needed
  - e. Preserve the scene of the incident
  - f. The school counselor or designated staff interviews the victim
  - g. The counselor, administrator, or designated staff interviews the perpetrator
  - h. Contact the guardians of both the perpetrator and the victim
  - i. Immediately suspend the perpetrator for xxxx days (subject to school policy)
  - j. Schedule the victim for counseling that will both address emotional issues and enable the victim to develop a safety plan
  - k. If necessary, allow the victim to go home for the day
  - l. Ensure that if both the victim and the perpetrator leave campus, that the victim is not alone, and has made a safety plan
  - m. Determine if a hearing for the perpetrator is necessary and/or expel the perpetrator

- n. If the perpetrator is not expelled, schedule counseling (counseling is defined as "counseling the perpetrator to get help in order to change the abusive behavior." Even if expelled, attempt to set up counseling.)

- o. Complete a School Based Safety Order (see Attachment B –suggested form)

**2. If a student is being abused by another student, but it is not happening on campus:**

- a. If the victim **does not** want to talk about it:
  - Approach the victim, and possibly the perpetrator, with the information that you have. Always be mindful of victim safety. Do not approach them together. Suggest separate counseling to both. If it is rejected, keep checking in with the victim and offering assistance.
  - Record suspicions. If there has been a record of previous similar misconduct on the part of the perpetrator, take steps outlined in 2b.
- b. If the victim **does** want to talk and agrees to assistance, **and/or** if the victim is under 15, **or** if the situation is critical enough that the school determines it is necessary to take the situation out of the victim's hands (e.g. injury or potential danger, threat of harm):
  - Discuss contacting both sets of parents
  - Schedule regular, separate counseling appointments with both the victim and the perpetrator
  - Make safety plans with the victim, tell security, discuss the victim traveling home safely
  - Complete a School Based Safety Order (see Attachment B – suggested form)
  - Discuss accompanying the victim to take out a Family Abuse Prevention Act (FAPA) Restraining Order (if the perpetrator is over 18), Stalking Order, and/or pressing charges against the perpetrator

- Record the incident(s), and if the perpetrator has a previous record of similar misconduct, expel the perpetrator
- 3. *If the perpetrator is not a student at the school:*
  - a. If the victim **does not** want to talk about it:
    - Contact the parent, after notifying the victim of the plan to do so
    - Keep checking in with the victim, offering counseling and other support
    - Record suspicions
  - b. If the victim **does** want to talk and agrees to assistance (**and/or** if the victim is under 15 **or** if the situation is critical enough that the school

determines action is necessary):

- Contact the parent, after notifying the victim of the plan to do so
- Schedule regular counseling times and make safety plans
- Complete School Based Safety Order (See Attachment B—suggested form)
- Alert security to the description of the perpetrator, and post a description of the perpetrator around campus
- Discuss accompanying the victim to take out a FAPA Restraining Order (if the perpetrator is over 18) and/or pressing charges against the perpetrator

### III. School Districts Provide Age Appropriate Curricula, as well as Classroom Material on Domestic Violence.

Materials may include posters, flyers, speakers, and programs.

#### **Recommended Resources**

The following resources have been reviewed and approved by the Education Work Group of the Oregon Domestic Violence Council. The list is meant as a resource for educators, not as an endorsement of any particular product; nor is it a finite list of available resources. The list represents resources available at the time of this writing.

## CURRICULA AND BOOKS:

Boulder Family Safe House *We Can't Play At My House: Children and Domestic Violence*, Boulder: Boulder County Safe House, 1990.

In 1989 the staff of the Boulder County Safe House helped create a task force of multi-disciplinary health and counseling professionals to help children who live in homes with violence. The result of the task force's efforts are the first two booklets in the *We Can't Play at My House* series. Primary and elementary age. A Spanish version is available. The full program can be ordered from Boulder County Safe House, PO Box 4157, Boulder, CO 90306 (303) 449-8623.

#### • **Book I: Guidebook for Parents**

Book I informs the reader about the ways in which children are affected by the verbal and physical abuse that they experience or witness violence in their home. As it points to children's awareness, fears, anger, and sadness, it also helps parents understand how to deal with those concerns and suggests ways to create a safe, abuse-free home. Written for parents who are, or have been involved in a violent relationship.

#### • **Book II: Handbook for Teachers**

This book serves as a practical guide for teachers on how to detect a child living in an abusive home and work with those children in the classroom. It suggests ways and resources for helping the family deal with the situation.

Chalofsky, Margie, Glen Finland, and Judy Wallace *Changing Places: A Kid's View of Shelter Living*, Mt. Rainier, Maryland: Gryphon House, 1992 (61 pages).

This book, intended for young children and juniors, gives the views of eight children living in a family shelter. Each child has a different story about his or her feelings on leaving their homes, living in the shelter, and finally leaving the shelter. It gives the reader an understanding of the problems facing people in shelters, and is intended to inspire the reader to become involved in helping the homeless. The end of the book gives children and adults ideas how they can make a positive difference on behalf of people who are without a permanent home.

Creighton, Allan, Battered Women's Alternatives, with Paul Kivel, Oakland Men's Project, *Helping Teens Stop Violence*, Alameda CA: Hunter House, 1990 (152 pages).

This program contains practical workshops for parents, teachers, and counselors. It explores the roots of violence and its effects on young people; discusses issues of race, gender, and age and how they relate to domestic violence and dating violence; provides curricula for the classroom setting and support groups on role-playing techniques and helping abused teens; and includes special sections which address adult expectations and prejudices in relationship to young people. The book is recommended for teachers, youth workers, juvenile corrections staff, group leaders, parents, counselors, and therapists who work with young people.

Domestic Violence Intervention Services, *Dating Violence: Intervention & Prevention for Teenagers*, Tulsa: National Resource Center for Youth Services, 1993 (118 pages).

This group leader's manual, which provides five complete lesson plans, handouts, and flip chart samples, is designed to help prevent violence and the development of abusive relationships. The program is for use in group sessions, and will help

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teenagers understand what dating violence is, what its causes are, the relationship of substance abuse to interpersonal violence, and the implications for their own lives. The program is also designed to assist young people already involved in dating violence to get help. Recommended for adolescents. Available from National Resource Center for Youth Services, The University of Oklahoma, 202 West Eighth, Tulsa, OK 74119-1419 (918) 585-2986.

LaFrance, Jeannie; Moira Bowman; Paul Edison, Bonnie Myhra *Chance for Change*, Portland, OR: Bradley Angle House, 1993 (220 pages).

This curriculum is designed for use with junior high school and high school age youth by educators and/or domestic violence advocates. It addresses the issue of teen dating violence by using participatory teaching techniques. The curriculum consists of five units (2 days apiece) which can be taught separately or as a whole. The curriculum includes information on gender role socialization, dynamics of domestic violence, healthy communication, youth oppression, cultural issues, and lesbian and gay teen dating violence. Available from Bradley Angle House, PO Box 14694, Portland, OR 97214 (503) 232-7805.

Levy, Barrie, *Skills for Violence-Free Relationships: A Curriculum for Young People ages 13-18*, Santa Monica: The Southern California Coalition of Battered Women, 1984 (88 pages).

This curriculum was designed to enable young people to break the cycle of abuse by describing abuse of all kinds, identifying the warning signs and providing participants with coping, communication, decision making and conflict resolution techniques. The text presents strategies for making changes in understanding and behavior so that participants can prevent abuse from being part of their lives, either as victim or perpetrator. The major topics are: Defining Domestic Violence; Myths and Facts; Why Battering Takes Place; and Prevention Skills. Each section contains specific goals, recommends ways to adapt for age appropriateness. Available from Southern California Coalition Against Domestic Violence, PO Box 5036, Santa Monica, CA 90405 (213) 655-6098.

McCue, Margi, *No Punching Judy: A Program for the Prevention of Domestic Violence*, Portland, Community Advocates, Inc., 1994.

*No Punching Judy* is a comprehensive prevention program for children in grades 1-5, designed to break the cycle of domestic violence. The program is a nine-unit curriculum designed for elementary schools and children's programs, for children who have and who have not witnessed violence in the home. Children explore: the facts about domestic violence; gender role stereotyping; non-violent conflict resolution; how to handle domestic violence that may be present in their own home; effective communication and expression of feelings; their unique value as human beings; and their right to live violence-free. Components of the program include: Curriculum for grades 1-2 (90 pages); Curriculum for grades 3-5 (114 pages); Coloring books; *No Punching* pins; 16-minute staff training video; 30-minute No Punching Judy Puppet Show video for children. Available from McCue and Associates 1543 SE Marion St., Portland, OR 97202 (503) 238-7973.

Minnesota Coalition for Battered Women, *My Family and Me: Violence Free*, St. Paul: Minnesota Coalition, 1988.

This is a comprehensive domestic violence prevention program for grades K through 6. Using literature, worksheets, and role play, this program is introduced by looking at families and relationships within the family. It teaches children about domestic violence, how to stay safe, and about feelings and appropriate communications of those feelings. Available from Minnesota Coalition for Battered Women, 1619 Dayton Avenue, Suite #303, St. Paul, MN 55104 (612) 646-6177.

Paris, Susan, with illustrations by Gail Labinske, *Mommy and Daddy Are Fighting: A Book for Children About Family Violence*, Seattle: Seal Press (24 pages).

Written from a child's perspective, this gentle and supportive illustrated book tells about the confusing experience of living in a violent home. Discussion questions and bibliography are included as an aid to parents, teachers, counselors, and child care workers. For young children.

Patterson, Susan, *I Wish The Hitting Would Stop*, Fargo: Red Flag, Green Flag, 1987 Rev. 1990.

Written for programs working with children ages 6 to 14, who live in homes where there is violence. Each page of the 28-page children's workbook presents the child's worries, concerns and feelings. The page's "I Wish..." statement helps the child talk about, explore and learn to cope with his or her feelings of anger, fear, guilt, sadness, helplessness, hurt, and confusion. Children learn that they are not responsible for the violence between others, they are encouraged to express their feelings constructively, and they develop a personal safety plan. *I Wish The Hitting Would Stop* is appropriate for group settings or one-on-one sessions. The 68-page facilitator's guide includes discussion questions, related activities and a resource section listing books, films, and games for children and adults, as well as "Cycle of Violence" and "Myths and Realities of Domestic Violence."

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## FILMS AND VIDEOS:

**Acquaintance Rape**, produced by Intermedia (Video, 22 minutes)

*Acquaintance Rape* addresses the most common form of sexual assault—rape by a friend. Acquaintance rape, or date rape, continues to occur in part because so many people are misinformed about the crime. *Acquaintance Rape* covers many myths surrounding this form of sexual assault such as confronting the rapist, and reducing the risks. High school and above. Available from Intermedia, 1300 Dexter Avenue No., Seattle, WA 98109 (800) 553-8336.

**Date Rape: It Happened to Me**, produced by BC Productions (Video, 30 minutes)

*Date Rape* cuts through the rationalizations for date rape by getting to the heart of the matter: 'no' means 'no'; forced sex is rape; rape is a felony punishable with jail time. This video aims at sensitizing teenagers to the emotional, psychological, and legal ramifications of an act of sexual violence. A dramatized incident of date rape is combined with narration by teenage hosts, first-person accounts of date rape victims, and observations by law enforcement officers and adult counselors. It covers prevention of, treatment for, and recovery from date rape. This video is intended to get kids thinking and talking before ignorance gets them into trouble. Junior High school and High school age. Available from Pyramid Film and Video, PO Box 1048, Santa Monica, CA 90406 (800) 421-2304.

**Dating, Sex, and Trouble: Acquaintance Rape**, produced by Sunburst (Video, 24 minutes)

This program details how sexual attitudes contribute to sexual assault, pointing out that it can be anything from unwanted kissing and touching, to rape. The program details the role of sexual attitudes. It emphasizes every person's right to safeguard her or his own body. Opening with a series of rape myths and common beliefs about dating behavior, the video contrasts the differing interpretations each gender may put on the same sexual cues. A psychologist-narrator points out that rape can happen to anyone, male or female, that half of all reported rapes happen on dates, and that most victims know their attacker. The program notes that in 75% of such rapes, alcohol or drug use is involved. The video emphasizes that rape is an act of violence, not passion. It lists steps to take to cut the risk of assault, and underscores the fact that rape is never the victim's fault. It describes what to do if rape does occur, stresses the importance of telling someone at once, and stresses that everyone has the right to behave in a way that protects herself or himself from emotional and physical harm. Includes a teacher's guide. Grades 7-12. Available from Sunburst Communications, Dept. TH42, 39 Washington Avenue, PO Box 40, Pleasantville, NY 10570-0040 (800) 431-1934.

**Defending Our Lives**, produced by Cambridge Documentary Films Inc., 1993 (16 mm film or video, 41 minutes)

This 1993 Academy Award winning documentary features women imprisoned for killing their batterers. Their personal testimonies expose the magnitude and severity of domestic violence in this country. Sarah Buel, a district attorney and head of the Suffolk County Domestic Violence Unit, outlines the problem throughout the video, not only as a member of the criminal justice system, but as a formerly battered woman. Every person in this documentary is an expert, each has experienced first-hand the terror of domestic violence. The women in the documentary are members of Battered Women Fighting Back! a grassroots organization dedicated to exposing domestic violence as a critical human rights violation threatening the majority of our population: women and children. These women killed in self-defense and this documentary captures the cruel irony of putting them behind bars once they have finally escaped their abusers. They share their stories, hoping to inspire creative strategies for ending this violence. High school age and above. Available from Cambridge Documentary Films, Inc., PO Box 385, Cambridge, MA 02139 (617) 354-3677.

**Discussion Openers**, produced by WGBH Boston, 1989 (Video, 27 minutes)

This overview program consists of a series of six short vignettes to be used as discussion starters for five major private violence issues: domestic violence, acquaintance violence, teen violence, street violence, and violence prevention. Each vignette features individuals who, in one way or another, are involved in interpersonal violence; and each portrays their efforts to understand their problems, while describing programs and treatments designed to prevent violent behavior. Junior High and above. Available from Coronet/MTI Film and Video, 4350 Equity Drive, Columbus, OH 43228 (800) 321-3106.

**Domestic Abuse: A Challenge to the Media and the Courts**, produced by Rene Kochman and Colony Cablevision of Southeastern Massachusetts, 1994 (Video, 67 minutes)

Sarah M. Buel tells her own story and explains: how systems supposed to help battered women actually keep them and their children trapped; why child protection agencies concentrating on family reunification must place greater priority on child-safety; what hospitals, courts, educators, and battered women's advocates need to do differently. Sarah Buel, a formerly battered woman who became a cum laude graduate of Harvard Law School and an assistant district attorney and prosecutor in

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Massachusetts, tells her story at the October 23, 1993, symposium in Providence, Rhode Island, sponsored by the Women's Center of Rhode Island and the Providence Journal Company. the video is valuable for training professionals on the issue of domestic violence. High school and above. Available from the Women's Center of Rhode Island, PO Box 3300, Providence, RI 02906.

***Domestic Violence***, produced by WGBH Boston, 1989 (Video, 17 minutes)

This documentary profiles a 32-year-old former batterer who has taken responsibility for his actions by getting treatment at a center for men who are violent toward women. Junior High School and above. Available from Coronet/MTI Film and Video, 4350 Equity Dr., Columbus, OH 43228 (800) 321-3106.

***Heart On A Chain: The Truth About Date Violence***, produced by MTI, 1991 (Video or videodisc, 17 minutes)

This informative program addresses the issue of teenage dating violence by speaking directly to young abusers and victims. Dramatically staged, it demonstrates the behaviors of several teenagers as each relates to a dating partner. As viewers watch their interactions, they will examine a number of dating behaviors, ranging from abusive and controlling to healthy and open. Teenagers get a clear understanding of what constitutes abuse in a relationship, why it happens, and what is a healthy, rewarding relationship. High school and above. Available from Coronet/MTI Film and Video, 4350 Equity Drive, Columbus, OH 43228 (800) 321-3106.

***He's No Hero***, produced by NRC Youth Services (Video, 18.5 minutes)

This video examines a long-overlooked subject, the male's responsibility in sexual decision making. It focuses on peer pressure, stereotypes, and the problems teens have in developing positive relationships with the opposite sex. The video helps stimulate discussions on feelings about one's sexuality, including the conflicting pressure to have sex or not to have sex. Recommended for adolescents. Available from National Resource Center for Youth Services, The University of Oklahoma, 202 West Eighth, Tulsa, OK 74119-1419 (918) 585-2986.

***It's Not Always Happy At My House***, produced by Tri-State Coalition, 1987 (16mm film or Video, 34 minutes)

Via dramatization, this presentation is designed to cut through the barriers of isolation and secrecy to help children from homes with domestic violence understand the feelings they experience as a result of witnessing or becoming a victim of abuse. A thorough teacher's guide is provided with detailed discussion questions for each scene, designed to help students confront situations in their own families. Primary age and above. Available from Coronet/MTI Film and Video, 4350 Equity Drive, Columbus, OH 43228 (800) 321-3106.

***No Longer Alone***, produced by Christine La Beau, 1986 (16 mm film or video, 30 minutes)

Through a series of personal interviews and group discussions, residents and support staff of the Washington State Network share their experiences and findings about domestic violence. Professionals explore the cycle of abuse from the viewpoints of the victim and aggressor, and examine its impact on children. High school and above. Available from Coronet/MTI Film and Video, 4350 Equity Drive, Columbus, OH 43228 (800) 321-3106.

***No Means No!: Avoiding Date Abuse***, produced by J. Gary Mitchell, 1988 (16 mm film or video, 19 minutes)

Young Lisa is nearly raped by her boyfriend. Confused by fear and inexperience, she feels that the incident may have even been her fault, that if she had just "given in" her boyfriend wouldn't be so upset with her, but she just isn't ready for sex. When her dilemma is discovered by some older friends, she gets a lesson in how to recognize and avoid date abuse. Through dramatized examples of typical behavior leading to rape and other forms of date abuse, the program stresses the importance of communicating expectations and sexual limits and helps alleviate the fear of being rejected for standing up for personal rights. The video is also intended to curtail date abuse by teaching young men that, despite the myth, "real" men don't abuse women and that there are serious consequences for such behavior. A good tool for discussion groups for young people. High school and above. Available from Coronet/MTI Film and Video, 4350 Equity Drive, Columbus, OH 43228 (800) 321-3106.

***People Like Me: Violence in Dating Relationships***, produced by Boulder County Safe House, 1990 (Video, 17:22 minutes)

This video interviews four teenagers as they discuss their experiences with violence in dating relationships. All four teens speak thoughtfully and candidly about their experiences and make it easy for other teens to identify with them. Two young women talk about their relationships from the standpoint of the victim; how it started, what they did, how they changed, how they feel now. The two young men were both abusers in dating relationships and they tell what they thought, how they failed to control their actions and why, as well as what they feel today. Junior high and above. Order directly from Boulder County Safe House, PO Box 4157, Boulder, CO 80306 (303) 449-8623.

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***Playing The Game***, produced by Intermedia, 1992 (Video, 16 minutes)

Playing the Game explores the issue of date rape/acquaintance rape from both sides of the story: the victim and the assailant. Mark, the assailant, wants to believe that "no" means "maybe." Suzanne, the victim, feels that she has been raped and asks herself the question, "why did this happen to me?" This video raises questions about the ways we interpret the actions of the opposite sex. High school and above. Available from Intermedia, 1300 Dexter Avenue No., Seattle, WA 98109 (800) 553-8336.

***Preventing Date Violence***, produced by WGBH Educational Foundation, 1992 (Video, 13 minutes)

The "You Can't Be Beat" theater troupe, a group of trained peer leaders who write and perform scenes that illustrate date violence, acts out a situation: Alfred, in a jealous rage, punches his girlfriend, Ronnie, for dancing with someone else at a party. The theater troupe then discusses the reaction of teens to their skit. In the discussion that follows the skit, peer leaders listen to young audience members who say they see the same type of behavior all the time, but don't know what to do about it. Together, they examine abusive behavior, including constant put-downs, emotional manipulation, and attacks on self-esteem that often later escalate into physical abuse. In the end, viewers will have a better understanding of who is ultimately responsible for abusive behavior in a relationship. Junior high and above. Available from Coronet/MTI Film and Video, 4350 Equity Drive, Columbus, OH 43228 (800) 321-3106.

***Rough Love***, produced by Gay Rosenthal Productions and Gabco Productions in association with Rysher Entertainment, 1994 (Video, 50 minutes)

This program is provocative, creating a dialogue with Gabrielle Carteris' studio audience (of Beverly Hills 90210), including teens, families, friends, and professionals, about the dynamics and consequences of teen dating violence. Through real life stories and interviews, Ms. Carteris covers all the bases. Topics include: verbal, emotional, physical, and sexual abuse; discussions of jealousy and disrespect; generational patterns of violent behavior; danger signals of abuse; how adults can help; elements of a healthy relationship; and how to break the cycle of violence. The video includes celebrity appearances by Jody Watley, Kelli Martin, and Soleil Moon Frye. High school and above. Available from National Coalition Against Domestic Violence, PO Box 18749, Denver, CO 80218 (303) 839-1852.

***Scenes From A Shelter***, produced by the Pennsylvania Coalition Against Domestic Violence with Fred Rogers and Family Communications, Inc., 1992 (Video in two segments)

The Pennsylvania Coalition has produced this program as a tool for adults who work with young children from violent homes. The video, filmed in two segments (16:27 minutes and 12:58 minutes), talks about domestic violence honestly and directly. It depicts life in a shelter through the eyes of children. Puppets are used to voice children's feelings and fears. An accompanying workbook and discussion guide can be used by children's advocates, teachers, counselors and other professionals to direct discussion and initiate reinforcement activities with children. An illustrated storybook, I Do, and I Don't, helps children to understand their ambivalent feelings about many things that result from their experience with violence in the home. The program tells children that they are not alone, that they are not to blame, and that they can talk about how home makes them feel—no matter how confused or strange the feelings may seem. Kids are reminded that no one expects them to make it better. They are encouraged to be kids and do kid things while grown-ups begin to help fix what is broken. For young children. This program is available from the Pennsylvania Coalition Against Domestic Violence, 6400 Flank Drive, Suite 1300, Harrisburg, PA 17112.

***Scoring: A Story About Date Rape***, produced by Sheridan Peters Communications, Inc., 1993 (Video, 19 minutes)

In this story, Jimmy's attitude toward women is colored by destructive myths. He believes that women need to be pressured into having sex, and that some women are teasers who deserve their abuse. Though his friends try to convince Jimmy to respect women, he refuses and is eventually arrested for rape. Through this program, viewers are provided with facts about physical and emotional sexual abuse and are encouraged to examine and change the attitudes that promote disrespect toward, and violence against, women. High school and above. Available from Coronet/MTI Film and Video, 4350 Equity Drive, Columbus, OH 43228 (800) 321-3106.

***Someone You Know: Acquaintance Rape***, produced by Dystar Television, Inc., 1986 (16 mm film or Video, 30 minutes)

This sensitive documentary, produced and hosted by Collin Siedor, looks at acquaintance rape crime, examines its effects on the victims, probes the underlying causes behind these violent acts, and explores what can be done to prevent the crime and aid the victims. Appropriate for courses in introductory sociology, deviance, criminology, and sexual victimization. Junior high school and above. Available from Coronet/MTI Film and Video, 4350 Equity Drive, Columbus, OH 43228 (800) 321-3106.

## DOMESTIC VIOLENCE INCIDENT REPORT

On \_\_\_\_\_ I witnessed/discussed an issue of domestic violence  
date

with \_\_\_\_\_  
Student's name

Details of the situation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Staff signature Date

Action taken/Referral(s) to:

Counselor \_\_\_\_\_ Law enforcement \_\_\_\_\_

Medical Care \_\_\_\_\_ Parents \_\_\_\_\_

Service Agency (name) \_\_\_\_\_

\_\_\_\_\_  
Administrator's signature Date



\_\_\_\_\_  
Petitioner (Your name)

vs.

**SCHOOL BASED SAFETY ORDER  
TO PREVENT ABUSE**

\_\_\_\_\_  
Respondent (alleged perpetrator)

**YOU MUST PROVIDE COMPLETE AND TRUTHFUL INFORMATION. IF YOU DO NOT, THE SCHOOL MAY  
DISMISS THE SAFETY ORDER**

I am the Petitioner and I state that the following information is true:

I am a student at \_\_\_\_\_, I am \_\_\_\_\_ years old.

The Respondent is a student at \_\_\_\_\_, and/or is a resident of \_\_\_\_\_  
County or City, Oregon, and is \_\_\_\_\_ years old.

1. Check and fill out any that apply:

\_\_\_\_\_ A. Respondent and I have been involved in a romantic relationship within the past two years.

\_\_\_\_\_ B. Respondent and I are the unmarried parents of a minor child.

\_\_\_\_\_ C. Respondent is my \_\_\_\_\_ spouse \_\_\_\_\_ former spouse.

We were married on \_\_\_\_\_. We were divorced on \_\_\_\_\_.

\_\_\_\_\_ D. Other, please describe \_\_\_\_\_.

2. To qualify for a Safety order, Respondent must have done one or more of the following within the last six months:

\_\_\_\_\_ A. Caused me bodily injury

\_\_\_\_\_ B. Attempted to cause me bodily injury

\_\_\_\_\_ C. Placed me in fear of immediate serious bodily injury

\_\_\_\_\_ D. Caused me to engage in involuntary sexual relations by force or threat of force

\_\_\_\_\_ E. Continually harassed, menaced and/or stalked me.

Or, the abuse was not in the last six months because: (please explain)

\_\_\_\_\_  
\_\_\_\_\_

3. Please explain the abuse which happened within the last 6 months:

Date(s) and location(s) of abuse: \_\_\_\_\_  
\_\_\_\_\_

Explain how the respondent hurt or threatened you: \_\_\_\_\_  
\_\_\_\_\_

I am in fear of further abuse from the respondent because: \_\_\_\_\_  
\_\_\_\_\_

4. I now have a legal Restraining order (outside of school) against the respondent that is still in effect:  
\_\_\_\_\_ yes \_\_\_\_\_ no

If yes, what is the county and state where it was issued? \_\_\_\_\_

5. A. The children of the respondent and me living in my household are:

Name \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_

- B. Is there a custody order regarding any of these children? \_\_\_\_\_ yes \_\_\_\_\_ no

**TO THE RESPONDENT: VIOLATION OF THIS SAFETY ORDER MAY RESULT IN DISCIPLINARY OR LEGAL ACTION. REVIEW THIS ORDER CAREFULLY. EACH PROVISION MUST BE OBEYED.**

**IT IS HEREBY ORDERED THAT:**

**Respondent is restrained from molesting, interfering with, or menacing the petitioner and the minor children in the petitioner's custody:**

\_\_\_\_\_ during school hours while the petitioner is in class or on school grounds.

\_\_\_\_\_ at any time when the petitioner is on her/his way to or from school.

\_\_\_\_\_ at any school activity, sports event or any other event organized and funded by the school.

**If the respondent attends the same school as the petitioner:**

\_\_\_\_\_ The respondent cannot attend the same classes as the petitioner.\*

\_\_\_\_\_ The respondent cannot come within a reasonable distance of the petitioner.

**If the respondent does not attend the same school as the petitioner:**

\_\_\_\_\_ The respondent cannot be on the petitioner's school premises at any time.\*

\_\_\_\_\_ The respondent cannot attend any activities, sports events, or other events organized or funded by the petitioner's school.\*

**\*EXCEPT when explicit permission is given by petitioner AND the school administration**

**IN THE EVENT THAT ANY OF THE ABOVE CONDITIONS ARE VIOLATED BY THE RESPONDENT, THE FOLLOWING ACTION WILL BE TAKEN:**

**If the respondent attends the same school as the petitioner:**

\_\_\_\_\_ The respondent will be suspended following the first violation.

\_\_\_\_\_ The respondent will be expelled following the second violation.

**If the respondent does not attend the same school as the petitioner:**

\_\_\_\_\_ Respondent will be prosecuted as a trespasser if at any point he/she is on the school premises without explicit permission from the petitioner and the school administration.

\_\_\_\_\_ Respondent will be prosecuted as a trespasser if he/she attends any of the school activities, sports events or any other events organized or funded by the petitioner's school.

**THIS SAFETY ORDER IS IN EFFECT FOR A PERIOD OF ONE (1) YEAR.**

\_\_\_\_\_  
School Administrator (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Petitioner (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent (signature, if available)

\_\_\_\_\_  
Date

**TO THE RESPONDENT:** This order becomes effective immediately. If you wish to contest continuation of this order you must contact \_\_\_\_\_ and make an appointment for a hearing. Your request must be made within 30 days after you receive these papers. At the meeting, \_\_\_\_\_ will decide whether the order should be cancelled or changed. Until such a hearing this order is in effect.

The school administration is responsible for notifying the respondent if he/she is a student at the petitioner's school. If the respondent is a student at another school the administration is responsible for working with that school's administration to notify the respondent. If the respondent is not a student the administration is responsible for notifying the respondent to the best of their ability.

**RELEVANT DATA**

**RESPONDENT** \_\_\_\_\_ Gender \_\_\_\_\_ Phone # \_\_\_\_\_  
Residence Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ County \_\_\_\_\_  
Birthdate \_\_\_\_\_ Race \_\_\_\_\_ Age \_\_\_\_\_  
Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair Color \_\_\_\_\_ Eye Color \_\_\_\_\_

**PETITIONER (you)** \_\_\_\_\_ Gender \_\_\_\_\_ Phone # \_\_\_\_\_  
Residence Address \* \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ County \_\_\_\_\_  
Birthdate \_\_\_\_\_ Race \_\_\_\_\_ Age \_\_\_\_\_  
Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair Color \_\_\_\_\_ Eye Color \_\_\_\_\_

\* (If you wish to have your residential address and/or telephone number withheld from respondent, use a contact address or telephone number so that you can be reached if necessary.)

Where is the respondent most likely to be located?

\_\_\_\_ School Address: \_\_\_\_\_ Hours: \_\_\_\_\_  
Class schedule: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ Residence Address: \_\_\_\_\_ Hours: \_\_\_\_\_

\_\_\_\_ Employment Address: \_\_\_\_\_ Hours: \_\_\_\_\_

Description of Respondent's vehicle: \_\_\_\_\_

Is there anything about the respondent's character, past behavior, or the present situation that indicates that the respondent may be a danger to others? to him/herself? EXPLAIN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the respondent have any weapons, or access to weapons? EXPLAIN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has the respondent ever been arrested for or convicted of a violent crime? EXPLAIN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# COURTS AND COURT PROCEDURES

*Prepared by the Courts and Court Procedures Work Group of the Oregon Domestic Violence Council*

## Introduction

In increasing numbers, domestic violence victims are turning to the courts for legal remedies that can help them separate from their abusers. Meanwhile, the services vital to victims' efforts to escape abusive homes remain inadequate. Lack of adequate emergency shelter space and affordable housing, limited job skills, unaffordable child care, and inaccessible transportation impede victims' efforts to leave abusive relationships. Inadequate child support, language barriers and the lack of culturally competent services create additional obstacles. As a result, judges and other court personnel are often confronted with cases of increasing complexity and with victims who attempt to leave their abusers numerous times before their efforts are finally successful.

Judges and the court system can play an important role in the community effort to end domestic violence. Judges can exercise tremendous moral authority with the victim and with the batterer. The manner in which the courts respond to domestic violence cases can significantly enhance, or undermine, victims' ability to separate from their abusers. These protocols are intended to provide judges and other court personnel with guidelines for effectively handling domestic violence cases.

## I. Protocols for Access to Justice in the Courts

Courts and courthouses need to be open and accessible not only to defendants and lawyers, but also to victims, witnesses, and other participants in the legal process. Presently, many formal and informal barriers inhibit the efforts of domestic violence victims to seek and obtain justice in our courts. These protocols are designed to increase domestic violence victims' access to justice. They apply in

civil, criminal and juvenile proceedings. These protocols are not merely aspirational in nature; each is readily achievable. To accomplish this, however, judges and all other court personnel must continually strive to identify and remedy the barriers which undermine and impede victims' access to justice in the courts.

### A. Courts, the criminal justice system, and the entire legal community must respond to domestic violence as serious criminal conduct.

*Commentary:* Many judges, prosecutors, and court personnel continue to treat domestic violence incidents as less serious than the same offenses between non-family members. The result can have tragic consequences. Not only will the violence continue, sometimes with fatal consequences, but children who witness ongoing violence are likely to be seriously damaged emotionally. In order to stop domestic violence, it is vital that all who are called upon for help, or whose job it is to intervene and hold offenders accountable, respond to all domestic violence as criminal conduct no less serious than stranger-to-stranger assault. Failure to deal effectively with perpetrators and victims of domestic violence contributes to further victimization and repetition of violent behavior in the next generation.

### B. Domestic violence victims, like all other victims and litigants, must be treated with respect.

*Commentary:* The court must recognize the overwhelming hurdles victims of domestic violence face in escaping abusive relationships, and the strength they must summon in order to seek the assistance of the judicial system. Judges and court staff must not denigrate victims nor should they tolerate abusive, threatening, or disrespectful conduct by others. Victims should leave courthouses with enhanced rather than diminished dignity.

### C. Courts must insure that responsibility for domestic violence is placed squarely on batterers and not on victims.

*Commentary:* Judges should avoid language or conduct which suggests that a victim is in any way responsible for the criminal conduct or other abusive acts of a batterer.

### D. When making custody, visitation, placement and access orders in domestic relations, juvenile and criminal cases, judges must recognize that domestic violence is a relevant factor and that children who are exposed to abusive conduct are at serious risk of physical and emotional harm.

*Commentary:* Perpetrators of domestic violence can jeopardize children's well-being and place them at significant risk. Children who witness domestic violence are more likely to experience behavioral, somatic and emotional problems. Perpetrators of domestic violence are also more likely to abuse their children.<sup>1</sup> Boys who witness the violence of their fathers toward their mothers are at elevated risk for perpetrating domestic violence in their adulthood.<sup>2</sup> Finally, girls who witness maternal abuse may tolerate abuse as adults more than girls who do not.<sup>3</sup>

<sup>1</sup>Bowker, L.H., Arbitel, M., & McFerron, J.R. "On the Relationship Between Wife Beating and Child Abuse," in K. Yllo & M. Bograd (eds.), *Perspectives on Wife Abuse*, Sage 1990.

<sup>2</sup>Stark, E., and Flitcraft, A. "Woman Battering, Child Abuse and Social Heredity: What is the Relationship?" in N. Johnson (ed.), *Marital Violence*. London: Routledge and Kegan Paul (1985).

<sup>3</sup>Hotaling, G.T. and Sugarman, D.B. "An Analysis of Risk Markers in Husband-to-Wife Violence: The Current State of Knowledge." *Violence and Victims*, 1(1), 1986.

**E. Courts and court proceedings must be free of bias and discrimination.**

*Commentary:* Bias and discrimination on the basis of race, age, sex, national origin, disability, and sexual orientation continue to exist throughout the Oregon court system. See, e.g., "Report of the Oregon Supreme Court Task Force on Racial/Ethnic Issues in the Judicial System" (May 1994). Disabilities based on physical conditions (such as impaired hearing, vision, or mobility) or on mental conditions, are not always apparent, may be temporary or permanent, and may even be the result of the violence suffered. Judges and other court staff need to be aware of and sensitive to the possible presence of disabilities and actively work to eradicate discrimination wherever it exists. Courts must provide an atmosphere that permits and encourages all persons to fully participate in the justice system.

**F. The Court must make interpreters available for victims, witnesses and other parties whenever necessary.**

*Commentary:* ORS 45.275 authorizes the appointment of interpreters for an indigent party in any civil or criminal proceeding, and whenever it is necessary "to assist the court in performing [its] duties and responsibilities." This includes appointment of interpreters for the hearing impaired. To insure full access to courts, it is important that the court exercise its authority by appointing interpreters whenever necessary. Judges should instruct interpreters so that their duties are made clear. Such instruction should include matters relating to confidentiality and other ethical requirements.

**G. Court documents and notices should be multilingual whenever possible.**

*Commentary:* Court documents, including instructional brochures, restraining order applications and orders, and request for hearing forms, should be available at the courthouse in as many languages as possible. In Oregon, eight primary languages have been identified by Adult and Family Services. In addition to translated forms, the court should post

notices explaining the availability of court-appointed interpreters and the requirements for eligibility. Information on how to request an interpreter and the length of time needed to obtain one should also be posted, and in languages other than English. The form to request a contested hearing should provide space for the respondent to indicate whether an interpreter is necessary and for which language.

**H. Attorneys and court personnel must notify the court of the need for an interpreter in a prompt manner.**

*Commentary:* Attorneys or court clerks, who may be the first to identify the need for an interpreter, should advise the court of this requirement as soon as possible. See also UCR 7.060 and 7.070. All judges and court staff should work to implement the findings and recommendations relating to interpreters in the "Report of the Oregon Supreme Court Task Force on Racial/Ethnic Issues in the Judicial System."

**I. Courts must accommodate victims, witnesses, and other litigants who bring children in the courtroom.**

*Commentary:* The presence of children in the courtroom is not conducive to a focused and thorough hearing. The issues and facts presented at the hearing often are inappropriate for discussion in the presence of children. Thus, children in the courtroom may also inhibit certain testimony, undermining the best possible outcome of a case. On the other hand, domestic violence victims are often solely responsible for the care of their children, and because of isolation, economic hardship and/or safety concerns, child care may be unavailable. Often victims must bring their children with them to the courthouse for court hearings, interviews with district attorneys, or other matters.

The best practice is for courts to offer child care in the courthouse. Courts are encouraged to work in partnership with

community resources (such as child care provider organizations, local or regional service clubs, religious institutions, and local insurance providers) to develop this resource. If child care is not available at the courthouse, judges and other court personnel should be flexible and accommodating.

**J. Courts must provide adequate security at all civil, criminal and juvenile proceedings to insure the safety of domestic violence victims, witnesses, children and other parties.**

*Commentary:* Courts should consider the use of metal detectors in the courthouse to enhance security measures. The court should provide a secure place for victims and witnesses to complete forms, to meet with counsel, and to wait for their case to be called. Security (uniformed law enforcement officers) should be available at all Family Abuse Prevention Act (FAPA) proceedings, including *ex parte*,<sup>4</sup> contested, and violation of restraining order hearings. Security should be available for other trials and hearings involving domestic violence, as well as in other areas in the courthouse, when requested by a victim, witness, attorney, or court personnel. When complete, the court should consider the recommendations of the Advisory Committee on State Court Security, which is charged with formulating appropriate security measures for court buildings and physical security for judges, judges' staff and the general public.

**K. Courts should coordinate cases involving the same parties to insure that all relevant information is available and considered by the court.**

*Commentary:* Parties in domestic violence actions frequently have other related civil, juvenile, or criminal matters. It is imperative that judges and court personnel avoid the entry of inconsistent

<sup>4</sup>*Ex parte* in a FAPA context refers to the hearing at which a victim (the petitioner) presents a petition (request) for a restraining order to a judge and at which the respondent (person to be restrained) is not present.

orders, and work together to ensure that orders are based on the best information available. This effort can include obtaining an Oregon Judicial Information Network printout relating to the parties before the court, facilitating court personnel's access to computer terminals, and providing judges with copies of court files for related matters.

**L. Related cases should be consolidated for hearing purposes whenever practicable.**

*Commentary:* When possible, FAPA, divorce, filiation, or custody cases should be consolidated for hearing purposes (*i.e.*, heard at the same time) and heard by one judge throughout. This practice will maximize efficiency and support efforts to achieve consistency. Consolidation, however, should not interfere with the timely scheduling of a FAPA contested hearing.

**M. Judges and court personnel should receive specialized and continued training on domestic violence.**

*Commentary:* The Oregon Chief Justice and Presiding Judges must insure that judges and court personnel receive specialized training on the dynamics and context of domestic violence. Also, interpreters who work with the court on a frequent basis should receive such training. Trainings should be prepared and presented in consultation with community resources that provide services to domestic violence victims. These include the local domestic violence council, battered women's shelter or other advocate program, domestic violence survivors, and attorneys who specialize in domestic violence and FAPA. Training content should include but not be limited to:

- Dynamics, history, extent and causes of domestic violence;
- Effects of domestic violence (including how it impacts victims' ability to self-advocate and its effects on children);
- Practices designed to promote safety, including safety planning and lethality assessment, (including

their applicability to visitation and custody provisions);

- Batterer intervention with a focus on its role in a coordinated community response;
- Importance of consistent sanctions for perpetrators;
- Practical barriers for victims leaving violent partners including the importance of child support and other economic provisions to provide post-separation stability, the dearth of culturally competent and multilingual services, and disability issues;
- Judicial and court staff sensitivity to victims in general and to issues of sexual orientation, cultural, racial, disability, ethnic bias and sexual abuse issues, including how such factors may impact victims' abilities to offer evidence and present testimony;
- Appropriate use of community agencies and referrals for victims, perpetrators, and their families; and
- A detailed review and analysis of FAPA and stalking statutory schemes, including foreign restraining orders.

In addition, at least one judge and one court staff member with expertise in both criminal and civil matters should participate in the local domestic violence council (where one exists). Judges and other court personnel play an important role in stemming domestic violence, and a coordinated community response requires their active participation.

**N. Information about services for domestic violence victims should be available in a designated area of the courthouse.**

*Commentary:* The court should designate an area for displaying brochures and other information relating to domestic violence services in the community, such as emergency shelters and other places of safety, counseling, child support and other government agencies, treatment for

injuries, free or low cost legal services, and batterer intervention programs. Information on how to request court security should also be provided.

**O. Each court must develop a clear policy for removing firearms from respondents and convicted criminal defendants.**

*Commentary:* In collaboration with local law enforcement agencies, and consistent with the requirements of federal and Oregon law, each court must develop clear, written policies requiring the removal of firearms from the possession of respondents and convicted criminal defendants.

## **II. Protocols for Family Abuse Prevention Act Cases**

Although the following section sets forth protocols for FAPA cases, many of these are equally applicable to other family law cases.

**A. Preparing the FAPA Petition**

**1. Clerks and other court personnel should assist victims with the restraining order process to the extent permitted by law.**

*Commentary:* Compassionate and respectful responses by judges and court personnel are especially important in domestic violence cases. For many domestic violence victims, obtaining a restraining order is the first formal effort to escape abuse. A supportive, positive experience at the courthouse may significantly enhance a victim's ability to separate from the abuser. Often, FAPA petitioners are unfamiliar with and/or intimidated by the courts and the restraining order process. Also, victims who are in crisis, who have limited English reading skills, or who are exhausted from a sleepless night marked by violence and threats, may need additional support in completing the petition and fashioning an appropriate FAPA order. Assistance provided by family law clerks (or trained volunteers) is vital and should be encouraged. Courts

should also make every effort to employ bilingual clerks and/or have interpreters readily available so as to increase access for non-English speaking victims.

**2. The court should support efforts to provide trained courthouse advocates to assist petitioners with the restraining order process.**

*Commentary:* Judges, court administrators, and other court personnel should actively support the efforts of trained and supervised court staff or volunteer advocates to assist domestic violence victims. Petitioners, clerks, and courthouse advocates should be provided with a secure, private area in which to complete the FAPA forms. Advocates should be trained and permitted to:

- Assist petitioners in completing the petition and other FAPA documents
- Explain the procedures for obtaining, serving, defending, renewing, enforcing, and modifying the restraining order
- Review safety concerns, help petitioners formulate safety plans for themselves and their children, and advise petitioners on how to request court security
- Provide appropriate referrals to other community resources including shelters, social service agencies, legal services, public benefits, child care and support enforcement
- Conduct court monitoring activities with the cooperation of the court

**B. The *Ex Parte* Hearing**

**1. The *ex parte* hearing must be held in person or by telephone, and must be a matter of record.**

*Commentary:* ORS 107.718(1) requires the court to hold an *ex parte* hearing in person or by telephone on the day the petition is filed or the next judicial day. The best practice is for the *ex parte* hearing to be held the day the petition is filed. In Oregon, the granting or denial of a restraining order, unless a 21 day (or 5 day) hearing is requested, is a final,

appealable judgment. Therefore, the *ex parte* hearing must be recorded, and the court must maintain a proper record of all restraining order petitions, including those that are denied.

**2. Judges should insure an atmosphere that is respectful to victims and allows them to maintain their dignity.**

*Commentary:* The judge should conduct the hearing in a manner that is respectful and that maximizes the victim's dignity while insuring that the hearing is a matter of public record. Courtroom procedures that enhance dignity include calling each petitioner to the bench or interviewing each petitioner at the counsel table.

**3. The judge must inquire about circumstances, beyond those set forth in the petition, which led to the petitioner's request for a restraining order.**

*Commentary:* For a variety of reasons (including but not limited to anxiety, physical injury, limited ability to read or write English, or physical or mental disability), petitioners cannot always prepare petitions which provide the court with sufficient information to issue the FAPA order. In all cases, judges must remain alert and sensitive to such impediments and should make further inquiries to determine whether and in what form the order should issue. Some disabilities are situational, some are temporary, and all may impair a victim's ability to present evidence and offer testimony.

**4. The judge should explain the purpose of the hearing and advise petitioners concerning the issuance, service renewal, enforcement, modification, and dismissal of restraining orders.**

*Commentary:* Even if petitioners previously received this information, it is important to repeat it to ensure that victims understand their rights and responsibilities under the restraining order. Judges should explain that only the respondent can violate the restraining

order, and that the court *must* always have a current address for the petitioner on file in order to provide timely notice of all court hearings.

**5. Judges and court personnel should make every effort to accommodate petitioners with time constraints.**

*Commentary:* Scheduling conflicts should be identified before the *ex parte* hearings begin, and cases should be processed accordingly. For example, cases should be given priority when they involve petitioners who must leave to attend criminal arraignments, to return to work or to care for children, or who are present in the courtroom with young children.

**6. Security officers must attend, and adequate security measures must be employed, at every hearing where two parties are present and seeking restraining orders against each other.**

*Commentary:* In addition to providing security, the judge should minimize the opportunity for friction or hostility between the parties. If the court chooses to conduct simultaneous hearings, the parties should be placed at separate counsel tables. The parties should not be instructed to approach the bench jointly or otherwise be placed in close proximity to one another.

**C. The *Ex Parte* Order**

**1. The FAPA order must contain all relief available by statute consistent with petitioner's request and should be tailored to the petitioner's specific circumstances.**

*Commentary:* ORS 107.718 identifies the various types of relief to which a petitioner is entitled upon satisfying the statutory requirements for a restraining order. At the *ex parte* hearing most of this relief is mandatory, not discretionary, in nature. The court should inquire into the petitioner's need for specific types of relief, and should order any relief required under FAPA, as well as any additional relief the court deems appropriate.



**2. The court must fashion individualized orders of custody and visitation which are consistent with the law, and which provide for the safety of victims and their children.**

*Commentary:* Pursuant to the Uniform Child Custody Jurisdiction Act, the FAPA order must state the basis for the court's authority over the children of the parties. A party whose paternity has not yet been established does not have a right to custody or visitation. Judges should fashion individualized visitation orders which take into account the facts of each case as they relate to the parties' children. Standardized visitation orders used in other family law custody cases are often inappropriate. By law, visitation orders must consider the safety of the petitioner and the children.

**3. The FAPA order must specifically and clearly describe the actions that are prohibited under the order.**

*Commentary:* The FAPA order should contain a specific description of the prohibited conduct in language that can be easily understood by a lay person. Clear language insures that both parties understand the terms and scope of the order. A well-crafted order should increase the likelihood that it will be obeyed and may be easier to enforce.

**4. If petitioner satisfies the statutory time frame for the occurrence of abuse, the judge may not deny a petitioner relief for the reason that petitioner delayed in filing the petition.**

*Commentary:* For a number of reasons, domestic violence victims do not always turn to the courts for assistance immediately following an incident of abuse. Later, when it is safe to do so, when she has the emotional resources to seek court help or when she perceives that an order may be effective in preventing an act of violence, the victim may seek a restraining order. Judges must familiarize themselves with the many barriers to leaving an abusive relationship and issue the restraining order to the full extent allowable by law.

**5. "Mutual" FAPA orders must not be issued.**

*Commentary:* Due process concerns preclude the issuance of "mutual" restraining orders absent separate statutory showings by each party seeking such relief. Oregon law deleted in 1991 the authority for mutual provisions in the same *ex parte* order. Amendments made to FAPA in 1995 clarify the prohibition as it relates to orders resulting from contested hearings. If both parties in a domestic abuse situation request FAPA orders, two applications and sets of findings must be made.

**6. Ex parte FAPA hearings should be scheduled in a manner that maximizes victims' access to the court.**

*Commentary:* The court should hold *ex parte* FAPA hearings at least once per day at a regularly set and posted time. If held only once a day, the hearings should be held in the afternoon in order to allow victims sufficient time to arrive at court and complete their applications. Regardless of the scheduled time for such hearings, the court must be flexible and prepared to respond to emergency requests for orders throughout the day.

**7. Each court should implement a system for maintaining the confidentiality of petitioners' addresses.**

*Commentary:* It is unsafe for many domestic violence victims to disclose their address to the respondent, and some petitioners have no contact address available to them. To the extent permitted by law, courts should develop and implement a confidential system for documenting a petitioner's address when it is not listed on the petition and order.

**D. The 21-Day<sup>5</sup> (Contested Hearing)**

The following protocols should be read in conjunction with those provided above.

**1. In the contested restraining order hearing, the court must:**

- Explain the purpose of the hearing and how the parties are expected

to proceed, including the order of presentation and the right to present testimony and call witnesses;

- Identify which issues are contested (note that ORS 107.718(8)(c) requires the court to grant petitioner a reasonable continuance if the respondent seeks to raise an issue at the hearing not identified in the hearing request form);
- Reschedule the matter, if it appears that insufficient time has been allocated to permit a full hearing of the issues;
- Direct all witnesses, including the petitioner and the respondent, to testify from the witness stand (not from the counsel table);
- Allow each party to call any witness with admissible, relevant, noncumulative testimony (Oregon law requires that the parties be permitted a meaningful opportunity to present testimony and call witnesses); and
- Conduct an inquiry to determine the following, if such facts were not adequately developed during the hearing:
  - a) The jurisdictional basis for a custody determination under the Uniform Child Custody Jurisdiction Act
  - b) Injury to petitioner or a child
  - c) Respondent's criminal assault record, if any
  - d) Existence of previous restraining orders and any violations
  - e) Existence and extent of any substance abuse
  - f) Use of, possession of, or threats with weapons
  - g) Stalking or other terrorizing conduct
  - h) Prior history of domestic violence

*Commentary:* In FAPA cases, it is important that the court obtain a thorough understanding of past domestic violence.

<sup>5</sup>Whenever a respondent objects to the custody provision in the petitioner's *ex parte* restraining order and requests a hearing, that contested hearing must be held within five, not twenty-one, court days of the respondent's request. If the respondent is represented by an attorney, the hearing may be extended for up to five days at the petitioner's request.

This information is relevant to:

- 1) evaluating whether an incident of abuse has occurred within the statutory time frame;
- 2) determining whether the petitioner is in immediate and present danger of further abuse;
- 3) formulating appropriate custody and visitation orders; and
- 4) crafting orders that provide for the safety and welfare of the petitioner and the children.

**2. The judge must prohibit the respondent from possessing a firearm whenever such prohibition is necessary to insure the safety of the victim or the victim's family or household member(s).**

*Commentary:* Federal and Oregon law permit the court to prohibit the respondent's possession or purchase of a weapon, if the respondent was afforded notice and an opportunity for a hearing, commensurate with a restraining order.

**3. Hearing notices should detail the availability of legal representation and include information regarding available security measures.**

*Commentary:* The hearing notice should include information on the availability of legal representation by volunteer counsel or a legal services agency and the existence of the Oregon State Bar referral service, including its Modest Means program. The notice should also apprise the parties of the security measures available at the courthouse.

**4. Within the parameters of the law, courts should be flexible in the scheduling of contested hearings.**

*Commentary:* In exceptional circumstances (e.g., a conflicting criminal court date), the court should consider requests to reschedule contested hearings. Also, if warranted, the judge may schedule a hearing sooner than the 21 days allowed by law in cases that do not involve custody.

**5. The court clerk must advise the parties by telephone as well as by mail of the time and date of the 5-day contested hearing whenever possible.**

*Commentary:* To insure timely notification of the 5-day hearing and facilitate the parties' attendance, courts should make every effort to provide the parties with prompt notice of the hearing by telephone as well as by mail.

**6. If a contested hearing is conducted with only one party present, the court must ascertain facts sufficient to continue, modify or dismiss the restraining order.**

*Commentary:* If one party fails to attend the contested hearing, the judge shall elicit from the appearing party information sufficient to establish grounds for continuing, modifying, or dismissing the restraining order (i.e., there must be an evidentiary basis for the court's action). Any modification should not alter the original terms of the restraining order in a way that diminishes the rights of an absent party, without notice and an opportunity for that party to be heard. Prior to dismissing an order in petitioner's absence, the judge should inquire of the respondent as to his or her knowledge, if any, of the reasons for petitioner's failure to appear.

**7. If a restraining order is dismissed at a contested hearing because the petitioner failed to appear and if the petitioner requests and can show good cause, the hearing should be rescheduled by the court to determine if the dismissal should be vacated and the restraining order reinstated.**

*Commentary:* Petitioners who are fleeing a violent relationship may not always receive notice of the contested hearings or may not be able to appear for a variety of reasons. For example, the respondent may be intercepting the petitioner's mail, the petitioner may be moving frequently for safety reasons, or the respondent may tell the petitioner that he will not go to the

hearing to induce her nonappearance. If a petitioner files an affidavit showing a good reason for his or her failure to appear, the court should vacate its dismissal of the restraining order and should reschedule another contested hearing.

**8. If neither the petitioner nor the respondent appear at the contested hearing, the restraining order must remain in effect.**

*Commentary:* If neither party attends the hearing that was requested by the respondent, the restraining order should remain in effect in its entirety. In these circumstances, there is no evidence before the court supporting dismissal. Thus, based on the available record (the petition in the court file) and in an effort to best protect victims, the restraining order should be continued.

**9. At the conclusion of the hearing, the court should provide *pro se* (unrepresented) parties with a simple explanation of the court's order.**

*Commentary:* Following the continuance of the FAPA order, the judge should do his or her best to insure that each party understands the actions that are prohibited, and the consequences of a violation. Both parties should be advised that only the respondent can violate the restraining order, and that only the court (not the petitioner) has the authority to dismiss the restraining order. In addition, each custodial parent should be provided with information about publicly funded child support services in the county.

**10. Mediation may not be provided in FAPA proceedings.**

*Commentary:* ORS 107.755(1) prohibits the circuit court from providing mediation in FAPA proceedings. This prohibition is based upon the recognition of the unequal bargaining power typifying battering relationships. Also, the pendency of another family law matter involving the same parties should not be relied upon as authority for referring the parties to mediation. See Section IV. A below regarding mediation of non-FAPA cases.

## **E. Vacating, Modifying, and Renewing FAPA Orders**

### **1. A petitioner's motion to dismiss a FAPA order must be notarized.**

*Commentary:* ORS 107.720(2)(b) requires that a restraining order shall not be terminated unless the motion for dismissal is notarized.

### **2. Before granting or denying a petitioner's motion to dismiss or to vacate a restraining order, judges must make a full inquiry as to the reason(s) for the request.**

*Commentary:* The request to dismiss or to vacate a restraining order often presents judges with a difficult dilemma. While some judges deny such requests because of safety concerns, others routinely grant them with little or no inquiry. A request to dismiss should be granted only after the judge has carefully reviewed the matter with petitioner in person and on the record. In considering petitioner's request to dismiss the order, the judge should:

- Determine whether respondent is in the courtroom with petitioner;
- Inquire as to whether the respondent is coercing the petitioner;
- Inquire as to the reason(s) petitioner wants to dismiss the order and whether the concerns can be remedied by modifying rather than dismissing the order;
- Inquire as to the pendency of any criminal or violation of restraining order charges;
- Determine whether there have been any violations of the restraining order since it was issued;
- Determine whether petitioner and/or respondent have received counseling<sup>6</sup>;
- Inquire as to petitioner's own assessment of petitioner's safety and that of petitioner's children and determine whether respondent has abused the children;

- Convey the court's concerns regarding the safety of petitioner and petitioner's children;
- Encourage the petitioner to communicate with a courthouse advocate or victims' advocate, if one is available; and
- Review available community resources.

### **3. The judge should remind and encourage the petitioner to return to court for a future restraining order if one is necessary.**

*Commentary:* Leaving an abusive relationship is a difficult, often lengthy process. Many victims leave numerous times and seek multiple restraining orders in the process. Judges should convey their understanding of this dynamic. Victims should be encouraged—not discouraged—from seeking court ordered remedies as necessary. Judges can support victims' efforts by assuring them that the court and other agencies remain ready to provide assistance.

### **4. A FAPA order may be modified to facilitate visitation with a minor child or to accommodate changed circumstances.**

*Commentary:* Modifying a restraining order to permit the parties to participate in specific activities or to attend enumerated events may be preferable to dismissing the entire order. The modified order should detail with specificity the contact(s) permitted and should take into account the safety of the victim.

### **5. Petitioners' requests for the renewal of restraining orders should be liberally granted upon a showing of good cause.**

*Commentary:* FAPA is a remedial statute intended to protect victims of domestic violence. To the extent that renewal will continue to safeguard victims and their children, such requests should be granted.

### **6. If requested by the respondent, the courts should schedule hearings on renewed restraining orders.**

*Commentary:* The FAPA statutory scheme does not specifically provide an opportunity for the respondent to challenge the finding of good cause made by the court when renewing a restraining order. Nonetheless, issues of due process support a conclusion that respondents be provided with a hearing on this finding, if desired.

## **III. Protocols for General Civil Proceedings (Non-FAPA Cases)**

Many of the protocols detailed above are equally applicable to non-FAPA civil cases (e.g., accommodating victims with children, flexible hearing schedules, courts free of bias, access to interpreters). The following protocols are offered in conjunction with those enumerated in the preceding section.

### **A. Cases involving domestic violence should be presumed inappropriate for mediation, unless after a case-by-case review, a determination is made that compelling reasons justify the use of mediation.**

*Commentary:* The imbalance of power inherent in abusive relationships as well as safety concerns dictate that mediation is inappropriate in most cases in which domestic violence is present. Therefore, victims' requests for waivers of mediation should be routinely granted. Even when no waiver has been requested, all referrals to mediation should include printed information about the dynamics of domestic violence and safety issues. Also, every case should be screened and evaluated by court mediators to identify the presence of domestic violence and to determine whether mediation should be provided. Finally, the courts should work closely with court mediators to insure that cases involving abuse are identified and to further the implementation of the Oregon Domestic Violence Council's Guidelines for the Use of Mediation in Family Law.

<sup>6</sup>To assess the appropriateness and efficacy of such counseling, judges should refer to the Oregon State Domestic Violence Council's Standards for Batterer Intervention Programs in Oregon.

**B. In addition to other factors relevant to determining custody and visitation, judges must consider the batterer's history of assault, physical injury, and perpetration of violence in the home, and the impact of such violence on children. See ORS 107.137(1)(d).**

*Commentary:* As detailed above, children who witness domestic violence are at significantly increased risk as both victims and future offenders. Courts must remain cognizant of these risks when making custody determinations.

**C. If a parent who is a victim of abuse is absent or relocates because of domestic violence, the absence or relocation must not be a factor that weighs against the parent in obtaining custody or visitation.**

*Commentary:* Victims must sometimes suddenly relocate or go into hiding in order to escape the abuser. Victims and children must not be put at a disadvantage because of the batterer's conduct.

**D. If the court awards visitation to a parent who is a perpetrator of domestic violence, the judge must establish a visitation plan that provides for the safety of the child and the custodial parent.**

*Commentary:* The court should not compromise the safety of a child or a parent in order to accommodate the visitation interest of a domestic violence perpetrator. Due to the increased risk of serious or lethal injury following separation,<sup>7</sup> victims' safety must be considered when fashioning visitation orders. For this reason, presumed visitation guidelines relied on in many counties may be inappropriate. A variety of options, including supervised visitation, should be considered in light of the facts of individual cases. The visitation plan may provide for exchange of the child in a protected setting (such as a police station parking lot or foyer). Also, the perpetrator may be ordered to abstain from the use or possession of alcohol or controlled substances prior to and during the visit.

**E. An abusive parent may be ordered to attend a batterer intervention program and/or such other treatment as the court deems appropriate as a condition for visitation.**

*Commentary:* In view of the correlation between domestic violence and child abuse and delinquent behavior of minors, it may be in the best interest of the child to order the abusive parent to participate in batterer intervention prior to the commencement of or concurrent with visitation. In making a decision to order intervention, reference should be made to the Oregon State Domestic Violence Council's Standards for Batterer Intervention Programs in Oregon.

## **IV. Protocols for Juvenile Proceedings**

**A. Judges, referees, attorneys, juvenile court counselors, and other agency staff must consider the effects of domestic violence when developing treatment plans for juvenile clients and their families.**

*Commentary:* Domestic violence victimizes both the person(s) abused and the children who witness the abuse. Plans for responding to the effects of domestic violence must be included in the case plan, and exposure to such violence must be minimized. This includes not placing juveniles in foster homes where domestic violence is present. In developing such plans, a victim's past failure to protect children should be recognized as an effect of the abuse for which the batterer is responsible and should be addressed accordingly.

**B. Courts should not order families to participate in family reunification counseling programs with the abuser.**

*Commentary:* Family reunification may be inappropriate for families where domestic violence is present. Power and control issues at the heart of the battering relationship impede the ability of families to fully participate in these programs.

**C. Judges, referees, attorneys, juvenile court counselors, and other agency staff should recognize the ways in which domestic violence may impair victims.**

*Commentary:* Domestic violence can significantly undermine or inhibit a victim's ability to attend court hearings, present testimony to the court, and comply with court ordered programs (such as parenting classes, drug and alcohol treatment). As the effects of the violence recede, however, such disabilities may recede. Victims are then better able to care for and protect their children.

**D. Courts must not minimize domestic violence that is perpetrated by minors.**

*Commentary:* Domestic violence perpetrated by minors is often ignored or minimized. Courts and communities need to send a strong message that such violence will not be tolerated, regardless of the ages of the parties or the perceived impermanence of the relationship.

## **V. Protocols for Criminal Proceedings**

The seriousness with which the court responds to a defendant's criminal abusive behavior can determine the victim's ability to escape the abuse. If a batterer's criminal conduct is minimized as merely a "family dispute," and serious sanctions are not imposed, the batterer remains convinced of his/her right to control the victim. Moreover, the victim becomes unlikely to pursue prosecution in the face of further abuse. For this reason, at each juncture, the court must impress upon the defendant, victims, attorneys, and court personnel, the seriousness with which the court views family violence.

<sup>7</sup>See, U.S. Department of Justice, "Report to the Nation on Crime and Justice: The Data," Washington, D.C.: Government Printing Office, 1983.

## **A. Pre-Trial Release Conditions**

**1. The amount of security (bail) and accompanying release conditions should be consistent with the seriousness of the crime and take into account public safety, and the safety of the victim and her/his family and household members.**

*Commentary:* In determining appropriate release conditions, the release officer must consider the circumstances leading to the arrest of the accused, the defendant's previous arrest record (if any), and prior orders of restraint. The release officer should determine and state in writing whether the defendant:

- a) poses a threat to the alleged victim or other "family or household members," as defined in ORS 107.705(2);
- b) is a threat to public safety; and
- c) is reasonably likely to appear in court.

**2. For persons arrested and accused of domestic violence or of violating a FAPA order, any release decision (other than security releases) should be deferred until the first appearance of the defendant before a magistrate.**

*Commentary:* The protection of the victim is best met if a defendant, who is in custody because of an arrest arising from a domestic violence episode or violation of a FAPA restraining order, is held until first appearance.

**3. For persons accused of domestic violence or violating a FAPA order, each court should enter an administrative pretrial release order designed to maximize victim and community safety.**

*Commentary:* The release order should require that the accused is not to threaten or engage in acts of violence against the victim or a family or household member and is not to contact the victim, directly or indirectly, in person, in writing or by telephone, without the written permission of the court. The order also may require the accused to abstain from the use or

possession of alcohol or controlled substances and prohibit the use or possession of a firearm or other specified weapon. Finally, the order should include any other provision deemed necessary to insure the safety of the victim and should require that the accused commit no further violations of law.

**4. Before releasing the arrested person from custody, whether on bail or conditional release, the sheriff or other person having custody shall use all reasonable means to notify the victim immediately of the release and the conditions of release.**

*Commentary:* To enhance community safety, the alleged victim must receive prior notice of the arrested person's release from custody and be given a copy of the release order whenever possible. The victim should be informed how to proceed if the release conditions are violated.

**5. The court and law enforcement agencies must monitor and enforce release conditions.**

*Commentary:* The accused should be informed that any violation of the release order will result in revocation of the order and mandatory arrest of the accused. See ORS 133.310(6)(a). Law enforcement agencies must enforce Oregon's mandatory arrest law, and courts must impose appropriate sanctions for any violations of a release order.

## **B. Arraignment**

**1. Out-of-custody arraignment should be held within 48 hours of the issuance of a citation, indictment, or filing of a complaint or information.**

*Commentary:* The rapid response of the court system to domestic violence crimes impresses upon a batterer the seriousness of the violent conduct and can support the efforts of a victim to escape an abusive relationship.

**2. The court must review and, if necessary, revise release conditions if the defendant is out of custody or released following the arraignment.**

*Commentary:* Release conditions should be tailored to address the individual safety needs of victims and their families.

## **C. Trial**

**1. The trial court should give criminal and civil cases involving domestic violence high priority in scheduling trial dates, and continuances should be granted only in exceptional circumstances.**

*Commentary:* Because of the importance of swift sanctions, whenever possible domestic violence cases should be set for trial within sixty (60) days of arrest, even when the defendant is not in custody.

**2. When a trial results in a conviction, sentencing must be imposed as soon as practicable.**

*Commentary:* Studies indicate that the sooner after the offense the perpetrator experiences sanctions, the greater the effect upon future behavior. In addition, prompt sentencing can enhance victims' efforts to separate from the abuser and achieve safety.

## **D. Sentencing**

*Note:* The protocols in the following section apply to sentencing in both criminal matters and restraining order violation contempt cases. In addition, many of the protocols set forth in the "Access To Justice" section are relevant to these cases as well.

**1. The court's objectives in sentencing a domestic violence perpetrator are to:**

- a) protect victims and their family and household members and the community at large;
- b) hold offenders accountable for their behavior; and
- c) reduce future violence.

*Commentary:* In order to reduce future domestic violence crimes the court should impose stringent supervision guidelines and utilize effective treatment programs.

**2. Victims must be provided with an opportunity to speak at the sentencing hearing, and the court should consider their input in making a sentencing decision that protects the victim and the public.**

*Commentary:* ORS 137.013 provides victims with the right to appear and express their views about the crime and its impact, the defendant and the need for restitution or fine. In order to insure this right, victims should be given advance notice of the date and time of the hearing.

**3. Offenders must be held financially responsible for expenses resulting from the violence perpetrated.**

*Commentary:* Expenses may include restitution to the victim, court costs, counseling or treatment fees, and a "batterer assessment." (ORS 137.290(2)(b) requires the court to impose an additional assessment of up to \$500 against persons convicted of an Offense Against Persons.)

**4. To the extent permitted by law, the court should enter an order for the forfeiture and destruction of all weapons used to commit the violence or of any weapons otherwise confiscated by the court.**

*Commentary:* Pursuant to federal and Oregon law, the court may prohibit respondents from purchasing or possessing a firearm. Judges should implement this remedy whenever it is necessary to insure the safety of the victim and the victim's family.

**5. In imposing sentence in misdemeanor and violation of restraining order cases, the court should exercise its discretion on a case-by-case basis to craft sentencing orders that reflect the degree of harm inflicted by the defendant, the seriousness of the offense, and the defendant's criminal history.**

*Commentary:* The following is intended to provide guidance to the court in exercising its discretion when making sentencing determinations in domestic violence cases:

- a) Where the defendant has no prior conviction for an offense against persons, the judge should suspend imposition of sentence and order:
  - i) A minimum of 72 hours in jail
  - ii) 12 to 18 months supervised probation
  - iii) Restitution
  - iv) Financial responsibility
  - v) Evaluation and/or treatment for alcohol and substance abuse (if applicable)
  - vi) Compliance with the requirements of a 12 month batterer intervention program<sup>8</sup>
  - vii) Community Service
  - viii) Any other conditions deemed appropriate by the court
- b) If the defendant has a prior conviction for an offense against persons, the court should impose a sentence of:
  - i) A minimum of 30 days in jail;
  - ii) 12 to 24 months supervised probation; and
  - iii) Conditions (a)(iii)-(viii) above.
- c) Where the defendant has a significant criminal history, where there was significant injury to a victim, household, or family member, or where the offense involved the use or threat of use of a deadly weapon, the court should order the defendant to:
  - i) A minimum of 90 days in jail;
  - ii) 24 to 36 months supervised probation; and
  - iii) Conditions (a)(iii)-(viii) above.

**6. Diversion must not be permitted in domestic violence cases.**

*Commentary:* Diversion does not require the defendant to enter an admission of guilt. Because it is important that the perpetrator be held accountable for the crime, and because family violence cases are especially difficult to prosecute after a failed diversion program, diversion is not an appropriate alternative.

<sup>8</sup> Judges should be familiar with the Oregon Domestic Violence Council Standards for Batterer Intervention Programs in Oregon.

**7. The court must not approve a Deferred Sentencing Agreement, or any other alternative sentencing program, unless the crime is a misdemeanor, the defendant enters a plea of guilty, and the defendant meets the eligibility criteria set forth in section 8 below.**

*Commentary:* A defendant is not entitled to deferred sentencing as a matter of right. The district attorney may offer this option, in consultation with the victim, and the court may authorize or deny it in its discretion. Deferred sentencing is not acceptable for defendants who have been previously prosecuted for domestic violence.

**8. In order to be eligible for deferred sentencing, the defendant must satisfy at least the following criteria:**

- a) No conviction for an offense against persons;
- b) No other criminal charges pending;
- c) No children were present during the incident(s);
- d) No untreated alcohol or substance abuse problem; and
- e) Defendant did not threaten victim with death or serious physical injury, and did not use or threaten use of a deadly weapon

**9. If the defendant fails to complete the deferred sentencing program successfully, upon its own motion or that of the district attorney, the court must order the defendant to court for a show cause hearing at which the judge should revoke the defendant from the deferred sentencing program and impose sentence.**

*Commentary:* In order to deter future abusive acts effectively, failure of a defendant to complete deferred sentencing should result in swift action. Similarly, courts should respond promptly to probation violations and should tolerate no significant violations or failures. Systems should be adopted so that probation officers immediately notify the court of violations and so that hearings are scheduled quickly.

# LAW ENFORCEMENT

*Prepared by the Law Enforcement Work Group of the Oregon Domestic Violence Council*

## Preface

This protocol reflects concepts utilized in existing protocols adopted in various communities in states throughout the country. It is intended not to mandate policy for any law enforcement agency, but to provide aid in standardizing investigative techniques used in domestic disturbance and domestic violence incidents. The goal is to improve law enforcement service, maximize victim safety, and reduce the number of domestic violence complaints and violence in the community.

Collaboration with related service providers such as prosecution, courts, and shelter programs can lead to a reduction in repeat calls, and break the arrest-and-release cycle. Such collaboration provides better information to all parties regarding roles and responsibilities of each service provider.

To have a lasting impact on reducing domestic violence, the law enforcement community must be involved in a coordinated community response. There are several local councils in Oregon. If no local council exists in your jurisdiction, contact the local victims' assistance program and determine interest in organizing one (see Protocol for Establishing and Maintaining a Local Council in this handbook). By participating in a local council, the law enforcement agency makes a powerful statement to the community about its concern for and interest in the safety of the inhabitants. Participation enables officers to learn more concerning related services and resources.

The Oregon Domestic Violence Council recognizes that there is more work to be done to implement best practices in law enforcement and public safety. Public safety organizations, including the Board of Public Safety Standards and Training, the Oregon State Police, and local law enforcement agencies, are already working together to further develop and implement

these practices throughout the state. Since dispatchers play an important role in public safety and are the primary communications link between the victim or complainant and the responding officer, a thorough understanding of the needs of the victim and of the officer is critical to provide accurate information and to maintain a standard of safety for all concerned. In addition to law enforcement protocols, some suggestions for training of dispatchers are included here.

### A. Legal Definition of Criminal Domestic Violence<sup>1</sup>

Domestic violence is abusive or threatening criminal conduct, or conduct for which a restraining order or stalking order may be issued or a violation found, when such conduct is perpetrated against an individual in an intimate relationship.

*An intimate relationship means any of the following:*

- The perpetrator and victim are spouses
- The perpetrator and victim are former spouses
- The perpetrator and victim are adult persons related by blood, marriage or adoption (includes natural and adoptive parents, adult siblings, aunts and uncles)
- The perpetrator and victim presently reside together and are sexually intimate or have previously lived together and have been sexually intimate
- The perpetrator and victim have been involved in a sexually intimate relationship within the last two years
- The perpetrator and victim are unmarried parents of a minor child

<sup>1</sup>"Guideline Definitions for Identifying Domestic Violence cases for Data Collection - Multnomah County." Definition developed in April 1996 by the Family Violence Intervention Steering Committee for Multnomah County.

*Abusive or threatening criminal conduct means any of the following:*

- Any crime (felony or misdemeanor), which involves the perpetrator:
- Attempting to cause or intentionally, knowingly, or recklessly causing physical injury or serious physical injury (existence of a weapon is not necessary)
- Intentionally attempting, through word or conduct, to place another person in fear of imminent, serious physical injury
- Committing a sexual offense as defined by ORS Chapter 163
- Conduct for which a restraining order or stalking order may be issued
- Conduct which constitutes a violation of a restraining order or stalking order

This definition applies to all cases which meet one of the criteria listed above, regardless of the age of the victim, EXCEPT those cases in which the victim's relationship to the perpetrator is one of child to parent, whether biological, adoptive or stepparent, or adult companion of the minor's parent. These latter cases are identified as child abuse.

## I. Responsibilities of Law Enforcement Management

Law enforcement administrators have a leadership role in mandating that domestic violence become a high priority in law enforcement. We now know that domestic violence is the root of many other criminal and social disturbance problems which law enforcement officers handle daily, yet myths remain to be dispelled and abuse prevention laws must be more consistently enforced.

This protocol for investigating domestic violence was designed as a guide in training and investigation. Each domestic violence case must be taken seriously and investigated objectively and thoroughly. To be effective, law enforcement must review and incorporate into their overall

response to domestic violence, policies for responding to calls, data collection, report review procedure, and officer training. Reporting incidents assists policy-makers, administrators, and service providers in establishing effective policies and protocols in domestic violence intervention.

In 1991 the Oregon Legislature mandated that agencies report incidents of domestic violence to the Law Enforcement Data System (LEDS), (ORS 181.550 (1)(d)). Each agency reports to LEDS, by the 10th of each month, those crimes which meet the domestic violence definition. The LEDS form requests a simple numerical count of domestic violence incidents.

Data collection efforts must be expanded to include demographics of the parties (age, gender, race, presence of children, etc.) and the numerical count of domestic disturbance cases where no arrest is made. Please refer to the Report of the Data and Research Work Group appended to this Handbook.

## II. Education and Training

Oregon law directs the Board of Public Safety Standards and Training (BPSST) to provide domestic violence training to new police officers. The law enforcement work group advocates a comprehensive education and training program intended for all officers, both entry level and experienced, including supervisors. The performance objectives should include a thorough understanding of the dynamics of domestic violence, and statutes applicable to domestic violence, including restraining orders, conditional release, and stalking orders. Education should be based on the "coordinated community response" concept and should include input from trained shelter workers, law enforcement members, prosecutors and judges. Training should emphasize victim and officer safety as well as an understanding of the characteristics of the victim and characteristics of the perpetrator of domestic violence.

## III. Elements of Basic Training for Law Enforcement

The following section includes the most basic elements of training for law enforcement officers responding to domestic violence calls. Ongoing training in domestic violence issues and response to domestic violence is appropriate for inservice. Additional cross-disciplinary training may be achieved through local council participation.

### A. Approaching the Scene and Gaining Entry

The Plain View Doctrine allows officers to listen outside of the premises for sounds, and to look through windows from the primary access, to establish probable cause that a crime is in progress or has been committed. Officers employ standard precautionary measures and police procedures for situations in which violence is alleged and the existence of weapons is a possibility.

In the case where a 911 call was made and a second call "canceled" it, responding officers should speak privately and individually with the person who made the first call. If the call was not from that household or the caller was unidentified, the officer should speak with other adults present who were not identified in the call as the perpetrator, and with one or more age-appropriate children (if present) to verify that there is no need for police intervention.

### B. On-Scene Investigation and Procedures

The purpose of an on-scene investigation is to determine whether probable cause exists of a crime or a civil order violation. Determination is accomplished by interviewing parties and witnesses, recording statements, preserving the crime scene, and collecting evidence. Good procedures:

1. **Establish Control**—To ensure the safety of all present, search the premises and establish control.

2. **Assess Injuries**—Include inquiry about pregnancy, possible injury to

abdomen, breasts, or genital area. If there are no injuries, assess fear of threat of imminent serious physical injury. Maintain respect for the victim's modesty. Whenever possible, work with domestic violence shelters, especially in photographing victims' injuries.

### 3. Interview Parties and Witnesses—

The demeanor of the responding officer(s) is critical to the success of the interviews. The officer communicates the seriousness of the situation by the his/her behavior as well as choice of words.

- a. Effective listening skills can reflect the officer's interest in the victim's reciting of facts, and can help or hinder the process. The officer should be aware of nonverbal communication signals, such as a fixed stare, which can be a barrier to communication.
- b. Use supportive interview techniques when questioning the victim. Interview the victim in an area apart from the perpetrator, witnesses, and bystanders, to ensure the victim's safety and privacy. Avoid questions or statements that are judgmental or have the effect of blaming the victim, e.g., "Why did you let him in if you knew he was drunk?" or "Why didn't you press charges the first time this happened?" Supportive statements and questions convey the message, "I am concerned about you." Examples of supportive statements that can be used to elicit information are: "Take your time, take a deep breath; can you tell me what happened?" and "There's nothing to be ashamed of. No one deserves to be hit. Can you tell me what happened?" Ask the victim whether there has been previous violence involving the perpetrator.
- c. Statements by an officer at the scene may be repeated in court, especially where the officer expresses reluctance for enforcing the law, and may affect the case. Examples of statements which may undermine the prosecutor's case, or may inhibit the victim's willingness



to commit to prosecution, are “I don’t want to do this, but the law requires it,” or “s/he probably had it coming, but I have to arrest one of you.” Avoid the use of jargon such as “domestic beef.”

- d. ORS 133.055(2)(c) requires officers to attempt to determine who is the perpetrator. This is intended to prevent arrests of victims who were acting in self-defense. Officers are encouraged to take training to further understand the dynamics of being a domestic violence victim.
- e. Record possibly incriminating statements by the perpetrator in the report. These statements (1) may establish probable cause and (2) may constitute “admissions” that the court can consider as evidence that the accused committed the crime or violated a court order.
- f. Find out if there is a temporary restraining order in effect. Check with LEDS to verify the existence of such an order. Note carefully the restrictions imposed by the order, to determine whether there is probable cause to believe that the order has been violated. Also determine if there is a “no contact order.”
- g. Provide information to the victim about local community crisis resources and victim’s rights. (ORS 133.055, para 3.) Responding officers provide their name and agency phone numbers, or their business card to victims.

**4. Presence of Children at the Scene**—If a child is the suspected victim of child abuse, report findings to the State Office for Services to Children and Families, or other appropriate agency (ORS 491B.005).

- a. Officers are required to report incidents of suspected child abuse even when there is no probable cause that domestic violence was committed. It may be necessary to refer to Services to Children and Families for a threat of harm complaint, regardless of evidence of victimization of the children. Agencies should work in consulta-

tion with shelters and local domestic violence councils to develop standards for their community.

- b. Children should be interviewed in a careful, gentle manner, appropriate to the child’s age and emotional state. If the child shows signs of trauma or distress, the questioning should stop.

**5. Collecting Evidence**—Collect and preserve all physical evidence reasonably necessary to support prosecution, including:

- a. Evidence substantiating the victim’s injuries.
- b. Articles that substantiate the occurrence of violence or imminent threat of violence: weapons, torn or bloodstained clothing, broken window glass fragments, damaged furniture. Weapons may be household items utilized by striking or throwing. They may also be floors, walls, or articles of clothing such as boots, belts, etc.
- c. Evidence recording the crime scene, such as photographs of the crime scene showing evidence of a struggle, e.g., a forced door lock, broken window, broken or overturned furniture, blood stains, torn curtains, and general disarray. Photographs of the perpetrator may show mental state and stature.
- d. Follow-up evidence collection, specifically photographs of injuries 24 to 48 hours after the incident (injuries may not be immediately visible).

- Process all physical evidence, notes, and reports, as in other criminal investigations.
- Report the existence of 911 recordings and medical records if applicable.
- On subsequent investigation, attempt to obtain release of medical records pertaining to injuries sustained during the incident.
- Use a domestic violence reporting form if such is available.

**6. Investigation When the Perpetrator Has Fled the Scene**—If the perpetrator has left the scene and there is probable cause that a crime was committed or a court order violated, the officer should, in addition to interviewing the victim and witnesses and collecting physical evidence:

- a. Conduct a search of the immediate area when there is any reason to believe the perpetrator is in the area and may be hiding.
- b. Obtain information from the victim and witnesses as to where the perpetrator might be.
- c. Remain on the scene until the victim(s) and children have been transported to a shelter or safe place, or the victim or parent of the children has stated that s/he desires to remain on the premises.
- d. Provide information to the victim about local community crisis resources.
- e. Proceed to the location where victims or witnesses indicate the perpetrator may have gone. Act on all information, including information from the victim.
- f. If unable to locate the perpetrator in a reasonable time, provide a report to the local prosecutor requesting a warrant for arrest as soon as possible.

### C. Arrest

Oregon has a mandatory arrest law, applicable to domestic violence, restraining order violations, release agreement violations and stalking order violations. It is the officer’s responsibility to decide whether an arrest should be made. The officer should not give any weight to the victim’s opposition to arrest. The officer should emphasize to the victim and to the perpetrator that a criminal prosecution is an action by the state, and is not the victim’s choice.

**1. When To Arrest**—Immediately arrest the perpetrator when probable cause exists that the perpetrator committed a crime of violence or that a restraining order, stalking order or conditional release agreement was violated. Probable cause

is established by the officer's assessment of all facts and circumstances.

**2. If the Perpetrator Has Fled the Scene**—Make a thorough attempt to locate and arrest the perpetrator. If the perpetrator is not located, inform the prosecutor on the incident as soon as practical, so that a warrant may be requested.

**3. Notification of Release**—Make every attempt to have the holding facility notify the victim of the perpetrator's release. Law enforcement agencies may want to involve local custody facilities in their local domestic violence council in order to collaborate in the development of local notification policies.

**4. Factors Not To Be Considered in Arrest**—Violence against a family or household member is a crime, and the officer must not allow this fact to be influenced by myths or stereotypes about domestic violence, or by the belief that "they will just drop the charges anyway." When probable cause has been established, the following factors should NOT be considered in determining whether to arrest the perpetrator:

- a. Marital status of the parties
- b. Ownership or tenancy of the residence
- c. Verbal assurances that the domestic violence will stop
- d. A claim by the perpetrator that the victim provoked or perpetuated the violence (this is different from the perpetrator's claim that s/he acted in self-defense)
- e. Speculation that the victim will not follow through or cooperate with criminal prosecution (whether based on prior incidents involving the same victim, the victim's hesitancy about pursuing prosecution, or any other factor)
- f. Disposition of previous police calls involving the same victim or perpetrator
- g. Speculation that the arrest may not lead to a conviction
- h. Existence or nonexistence of a current protection order (except insofar as the violation of such an order might justify arrest)
- i. Victim's emotional state

- j. Concern about reprisals against the victim
- k. Adverse financial consequences that might result from the arrest
- l. Racial, cultural, social, political, or professional position, or the sexual orientation of either the victim or the perpetrator
- m. Intoxication or substance abuse by either party
- n. When physical evidence suggests otherwise, a claim by the victim that the injuries were sustained by accident
- o. Immigration status of either the victim or the suspect

**5. Dual Complaints**—Batterers often claim that victims also are guilty of domestic violence, in order to direct the blame away from themselves. Exercise sound discretion in determining whether to arrest both parties. ORS133.055(2)(c) provides that:

*"When a peace officer makes an arrest under paragraph (a) of this subsection, the peace officer shall make every effort to determine who is the assailant or potential assailant by considering, among other factors,*  
(A) *The comparative extent of the injuries inflicted or the seriousness or threats creating a fear of physical injury;*  
(B) *If reasonably ascertainable, the history of domestic violence between the persons involved;*  
(C) *Whether any alleged crime was committed in self-defense; and*  
(D) *The potential for future assaults."*

No organization can adequately address domestic violence in isolation. Law enforcement personnel must continue to work with others in the public safety field, victims advocates, court personnel, batterers intervention providers and others to respond to domestic violence with a coordinated community response. The Oregon Domestic Violence Council hopes that the collaborative efforts outlined in this protocol will serve as the beginning of great collaboration across the fields of public safety.

## IV. 911 Operator Response

The following recommendations for 911 Operator response are an example of best practices which may be included in a protocol for a coordinated public safety community response to domestic violence:

The safety of domestic violence victims should be a primary concern of dispatchers, whether the threat of violence is immediate or remote.

### A. Receiving the Call

In speaking with a victim of domestic violence, 911 operators should not discuss the victim's desire to "press charges" or "prosecute." Any comment or statement which seeks to place responsibility of enforcement action with the victim is inappropriate.

Call takers should caution victims to ensure their safety. For example, a call taker might suggest that the victim wait for officers at a neighbor's house, go to a locked room in the house, or possibly remain on the telephone line.

**B. Collecting Information**—(routine questions which are asked on all calls may be included here for continuity and thoroughness)

During the initial call for assistance, the call taker should ask the following questions. Since this communication is recorded, a great deal of evidence for future prosecution may be obtained.

1. Where is the emergency?
2. What is the address? What is the apartment number? (Obtain a physical description of the residence and location. Rural route numbers and box numbers are insufficient.)
3. To whom am I speaking?
4. What has happened?
5. Has anyone been injured? (If yes, Is an ambulance needed?)
6. Are you the victim? (If no, Are you a witness?)
7. Is the suspect present? What is his/her name? What is the relationship of the victim and the suspect? Please describe the suspect and if not present, his/her

- 
- expected whereabouts and vehicle description.
8. Are there weapons involved? (If yes,) What kind?
9. Is the suspect under the influence of drugs or alcohol? (If yes,) What substance(s)?
10. Are children present? If so, are they injured?

11. Does the victim have a current restraining order?
12. Has the suspect assaulted or threatened a police officer in the past?
- If the call taker receives a second call to "cancel" the original call, s/he should still send officers to the location to verify the safety of family members.

### **C. Dispatch**

A domestic violence incident call has the same priority as any other life threatening call. At least two officers are dispatched to every reported incident of domestic violence. In rural areas this may require a cooperative effort from multiple agencies.

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## **RELATED STATUTES**

**ORS 133.005(11):** Definition of "probable cause"

**ORS 133.055:** Citation in lieu of custody; exception for domestic disturbances; notice of rights

**ORS 133.310:** Authority of officer to arrest without warrant (violation of restraining order, including foreign order and/or no contact release agreement)

**ORS 133.315:** Liability of peace officer making arrest

**ORS 133.318:** Providing false foreign restraining order; false representation to police officer

**ORS 135.230:** Definition of abuse, conditional release, domestic violence family or household members, release agreement

**ORS 135.260:** Conditional release

**ORS 163.730 *et seq.*:** Stalking

**ORS 163.753:** Immunity to officer acting in good faith

**ORS 107.700 *et seq.*:** Family Abuse Prevention Act

**ORS 181.550:** Reporting of incidents by law enforcement required

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# STANDARDS FOR BATTERER INTERVENTION PROGRAMS IN OREGON

*Prepared by the Batterer Intervention  
Program Standards Work Group  
of the Oregon Domestic Violence Council*

## ACKNOWLEDGMENTS

The Oregon Domestic Violence Council Standards for Batterer Intervention Programs ("Program Standards") were developed with input from a variety of people and programs. Untold hours and many revisions have gone into the preparation of this document. The members of the work group that wrote and shepherded the standards to their present stage of development are:

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Nothing in this document is intended as an endorsement of the programs collaborating in its development. To evaluate adherence to these *Program Standards*, one should contact the intervention program directly and inquire about the program's philosophies, procedures, curriculum, content and practice.

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## **PREFACE — "DOES IT WORK?"**

"Most people do not expect to hear a multi-layered and complex answer to this question. People want a simple response that can be easily digested—a sound bite. This is not possible! Answering in an honest way requires a complex examination of the meaning of "Does it work?," the underlying assumptions of the questioner, and the agenda of those providing the answers." (Adapted from DAP Research Update, Domestic Abuse Project of Minneapolis, Number 7, Summer 1995.)

The preparation of these standards led members of the work group to engage each other in many lively arguments. Most of us represented victim advocacy or batterer intervention programs. Members' points of view frequently clashed but the dialogues were fruitful, giving everyone the opportunity to be persuaded by other perspectives. The work group struggled through several revisions over a period of nearly two years, and we hope that readers will also be willing to struggle if they find their own points of view to be challenged in the following pages.

The work group endeavored to make these standards reflect the most advanced knowledge of appropriate intervention with perpetrators of domestic violence and abuse. Unfortunately, research on the effectiveness of batterer treatment is inconclusive at best. As implied by the quotation above, the very questions which are asked can easily mislead. How does one judge the effectiveness of batterer intervention? Is it based on recidivism rates, subjective reports, or some other criteria? By what measure is a perpetrator no longer considered abusive?

The work group has taken the position that battering is a systemic problem. Therefore, batterer intervention programs should be assessed according to how effectively they are integrated with a coordinated community-wide effort to end domestic violence. Efforts to change individual men will not end battering. Batterer intervention programs alone do

not stop abuse and violence. Ending battering requires intervening in the whole range of social phenomena that continues to support domestic violence in families today. Domestic violence, like racism, is a social issue with cultural, legal, historic, and institutional supports. Like racism, it requires a broad spectrum of solutions.

The view of battering as a systemic problem is widely accepted throughout the nation. The term, "coordinated community-wide response," has become well established in the field of domestic violence intervention. From this standpoint, battering is seen primarily as a social problem rather than as a mental health issue. Batterer intervention programs are then regarded as an educational component of a wide range of community interventions.

Despite this, the language of the batterer intervention field often reflects a medical and/or mental health model, using words such as "treatment," "therapist," and "progress." The work group has chosen to carefully avoid the use of such terms, and instead use words such as "intervention," "education," "classes," and "group leaders," which connote educational and resocialization models.

Furthermore, the work group recognizes that it is never possible to be certain that a batterer's abusive behavior has stopped or even been lessened based on his participation and reporting in a batterer intervention program. Yet policies and actions are prevalent which reflect the belief that batterers have changed while attending an intervention program. Examples include making contracts to not be violent or abusive, and reports on "progress" and "successful" completion. Such policies jeopardize the safety of the battered partner.

Another critical issue concerns policies or actions on the part of batterer intervention programs which may usurp or appear to relieve the responsibilities of other players in the community system. For example, batterer intervention programs tend to take over the roles of victim

advocacy programs if they attempt to contact the abused partner, to offer counseling, or to help the abused partner develop a safety plan. Likewise they are often expected to assume the roles of the criminal justice system which include monitoring reports of continued abuse and violence, compliance with protection orders, child custodial arrangements, and other conditions that fall under its purview.

Policies, actions, and expectations such as those described above serve only to undermine the adequate development of a well-coordinated, community-wide response. They encourage a perception that batterer intervention programs are the solution to domestic violence rather than being only one part of a wider systems. This may perpetuate insufficient funding to victim advocacy programs, lack of adequate adult probation and supervision, and inappropriate reliance on deferred sentencing over prosecution and incarceration.

The work group developed these standards to begin to define the appropriately limited role of batterer intervention programs so as to encourage the full development of all the necessary components of a comprehensive coordinated system. For example, partner contact is discouraged and programs are not expected to monitor a participant's behavior in a quasi-probational role. On the other hand, clear and effective communication between batterer intervention programs and other community agencies is strongly encouraged. This includes making interagency agreements that establish explicit responsibilities.

In summary, the reduction of domestic violence is an outcome of a coordinated community-wide response. Regarding batterer intervention programs, the question, "Does it work?" can only be addressed within that context. Batterer intervention programs, alone, should never be viewed as an effective means to end domestic violence.

— Oregon Domestic Violence  
Council Batterer Intervention  
Standards Work Group

*April 12, 1996*

## CHAPTER 1. FUNDAMENTALS OF BATTERER INTERVENTION SERVICES

### Section 1. Statement of Philosophy

The safety of battered women and children is the most important goal of intervention programs for men who batter. In order to promote this safety, intervention programs must have policies and procedures that reduce the risk of future domestic violence. Intervention programs must give an ongoing message that domestic violence is not acceptable behavior. These programs are part of a larger, coordinated community response whose goal is to eliminate domestic violence.

Intervention programs must understand that men who batter do so to gain and keep power and control over their intimate partners. Battering is one very successful means to establish such power. This culture has allowed and supported men's use of violence toward family members by accepting and protecting it as a proper or special male right. This entitlement of men is based in a common disrespect for women which supports the belief that women belong to a lower status.

Intervention programs for men who batter must insist that batterers are the only ones responsible for their actions. These programs must reject the notion that men are provoked into violence or lose control of themselves. These programs must understand and state that batterers choose their wives or partners to be the victims of their violence. These programs also must understand and state that batterers choose the amount, time, and place of their violence. This includes the amount of injury they cause, the site of those injuries, the use of weapons, the presence or absence of witnesses, and the level of further violence that they threaten.

Because men who batter choose violence, they can also choose to stop using violence as well as any other means used to establish and maintain control over women. No one can force the batterer to stop his violence; only he can make that decision. The goal of intervention programs must be to teach men to reject

male entitlement together with the values, beliefs, and actions which support or contribute to the abuse of women. Batterer intervention programs can teach men how to choose non-abusive behaviors that share power and build trust in their intimate relationships.

### Section 2. Coordinated Community-Wide Response

Batterer intervention programs, alone, should never be viewed as an effective means to end domestic violence. They should be integrated with a comprehensive, coordinated, community-wide response to domestic violence that includes law enforcement, criminal justice, district attorneys, Community Corrections personnel, court personnel, victim advocacy programs, public defenders or other defense lawyers, Legal Aid or law clinics which provide legal representation to victims, medical professionals, representatives from churches and other community groups, neighborhood associations, school personnel, funding agencies, and other interested groups.

A coordinated response is most effectively developed through a local council or steering committee, which provides the forum for problem solving, for discussion of policies and procedures, and for public education. An effective community system should include:

1. Public policy and legislation that reflects a serious commitment to stop domestic violence, that provides support for women and children escaping violence, and that sends a clear and unfailing message that domestic violence will not be tolerated.

2. Full funding for battered women's shelters and services.

3. Consistent enforcement of domestic violence laws, and an effective response from the criminal justice system in domestic violence cases, which includes arrest, fines, incarceration, and increasing penalties for subsequent acts.

4. Education about domestic violence and intervention which is routinely provided to medical, mental health, criminal justice, religious, educational,

and human service professionals

5. Primary preventive education for children, and public education campaigns which develop a community mandate to end domestic violence.

6. Commitment to a fundamental social change that reduces or eliminates institutionalized sexism.

### Section 3. Application of These Program Standards

The use of language to describe batterers as male and victims as female in these *Program Standards* was carefully chosen to balance inclusivity and current understanding of the realities of battering. Because no resolution was completely satisfactory, it is important to clarify the intent of this language.

On the one hand, it is clear that the vast majority of known battering is done by men against women. A large amount of research shows that almost all (90-97%) of those who batter are male and that almost all (90-95%) victims of battering are female. Any attempt at inclusive language which obscures this fact runs the risk of colluding with men who batter women and increasing the danger to the women they abuse.

On the other hand, battering also occurs in lesbian and gay relationships. In a small number of cases, women batter men. Victims of battering may also include children, family members, friends, and others. It is vital that the whole community, including intervention programs for perpetrators, takes all battering seriously and provides appropriate responses.

These *Program Standards* are designed to address the majority of domestic violence cases: men's violence against women. Therefore, throughout this document, batterers are usually referred to as men and victims as women. These *Program Standards* do not address interventions for cases where there is violence between siblings, violence between parent and child (including adult children as batterers or victims), other family members, same gender couple violence, or women who batter men. Programs need to be developed and implemented in coordination with

victims and advocacy organizations to address the needs of these populations. (Some general guidelines and suggestions are provided in Appendix E and Appendix F.)

#### **Section 4. Purposes of Intervention Standards**

These *Program Standards* are intended to be used throughout the state to assist in the development and evaluation of effective batterer intervention programs. It is important to realize that even close adherence to these standards does not guarantee that batterers will stop using violence, or that their partners will be safe.

##### **Intervention standards:**

1. Promote the elimination of domestic violence by providing guidelines for ethical and accountable intervention services to protect battered women, children and other victims while seeking to eliminate domestic violence.

2. Mandate providers to act in a responsible, ethical, and informed manner to promote the safety of the batterer's victim while simultaneously providing service to the batterer.

3. Expect providers to engage in a comprehensive community strategy to end violence against women and children as a component of their intervention services.

4. Establish the minimum acceptable level of responsibility, service and accountability expected from providers.

5. Provide a measure against which program performance and efficacy can be evaluated, and a basis for future program development.

6. Ensure that men who batter receive services that are non-abusive, that support change, and that hold them accountable for their behavior in the program.

7. Expect providers to model nonviolent, egalitarian behavior toward women and men of all races.

8. Encourage statewide communication and interaction among providers.

9. Offer stimulation of and direction for research. The application of research results may improve intervention strategies. Research will suggest refinements of these *Program Standards*.

10. Increase public awareness of domestic violence and encourage a community norm that does not tolerate battering.

#### **Section 5. Principles of Practice for Working With Men Who Batter Women**

1. Domestic violence cuts across all lines of race, ethnicity, education, social class, sexual orientation, age, religion, geography, and physical or mental ability.

2. Domestic violence is rooted in the institutionalized imbalance of power between men and women founded on gender-based values, sex-role stereotyping, and misogyny. This feminist perspective on domestic violence and on intervention services is critical in order to avoid placing women and children at greater risk.

3. Men batter because they are allowed to. Batterers believe themselves entitled to a woman's submission or obedience, and therefore entitled to use violence to get and maintain control. Men benefit from violent and controlling tactics.

4. Domestic violence is a learned and chosen behavior and therefore can be avoided. New ways of participating in intimate relationships can be taught. Domestic violence is not caused by disease, diminished intellect, addiction, mental illness or any external person or event.

5. Battering is illegal. Civil and criminal courts have sanctions available to discourage domestic violence. Intervention programs for men who batter are NOT to be used as a substitute for arrest or incarceration. However, they may be an integral part of legal sanctions.

6. Domestic violence will likely increase in frequency and severity when the batterer realizes that his partner may be leaving, or has permanently left the relationship.

7. Each individual is responsible for his/her own acts, no matter what the circumstances. The person who chooses to batter is responsible for the act, NOT the person who is the target. Victim-blaming is a form of violence and significantly contributes to community tolerance of domestic violence.

8. Intervention with men who batter may give the partner a false sense of security and may give the man a new tool of manipulation. Therefore, intervention must be undertaken with particular care to safeguard battered women.

9. Intervention programs for men who batter should only be initiated in a community where there is a coordinated community response, including programs for battered women which provide safe housing, advocacy and counseling.

10. It is in the best interest of the victim to expand her network of support through involvement with a domestic violence program or other agency offering information, advocacy and assistance. Therefore, batterer intervention services must make timely, informed referrals for battered women.

11. Partner contact is a valuable support for intervention, but it may endanger the battered woman's safety and autonomy. The battered woman's safety and autonomy must supersede the interests of the batterer and the intervention program in batterer rehabilitation.

12. Partners are entitled to receive information from batterer intervention programs regarding program philosophy, curriculum content, provider experience/expertise, and the batterer's attendance and termination.

13. Domestic violence is damaging to all family members and to society. It has adverse, long-term psychological, emotional, physical, and economic effects. Therefore, effective batterer intervention holds batterers accountable for their violence and encourages them to make restitution for the damage done by their violence.

14. Batterer intervention programs are one part of a comprehensive intervention strategy which includes the spectrum of legal actions, victim advocacy programs, family confrontations, employee assistance programs, neighborhood safety plans, community education endeavors, and others. Intervention programs, as described in these *Program Standards*, must coordinate their efforts with the broader strategy.



## CHAPTER 2. INTERFACE STANDARDS

### Section 1. Networking

Batterer intervention programs must maintain communication with each other throughout the state in order to facilitate:

1. Adoption of compatible program policies across the state.
2. Informed, inexpensive training and technical assistance among providers.
3. Development of cooperative interagency agreements that, at a minimum, provide guidelines for exchanging information about participants.
4. Reduction of competition and enhancement of cooperative relations, such that other batterer intervention programs become valuable allies in providing quality, accountable services, and helping prevent the isolation and burnout that often occur when working with men who batter.
5. Identification of resources within batterer intervention services and victim advocacy programs to which referrals may be appropriate.
6. Increasing knowledge about the law and public policy on domestic violence services and intervention throughout the State.
7. Entry of providers into the movement to end violence against women.
8. Peer expectation of accountability to victim advocacy programs and to battered women.

### Section 2. Advertising and Public Information Policy

It is essential that community attitudes toward domestic violence change. Men who batter must be consistently confronted with the unacceptability of violence and adverse consequences for its use. On the other hand they need to recognize the rich benefits of eliminating violent and controlling conduct in their intimate relationships. To achieve these goals, intervention services, in consultation with victim advocacy programs, are active in developing community education and prevention materials and disseminating them as widely as possible.

Batterer intervention programs must establish a media policy addressing advertising and public information. At a minimum, it should include the following elements:

1. In advertising and public information efforts, batterer intervention services programs clearly state that the available service is never offered as an alternative to legal consequences for the batterer;
2. In all marketing and public information campaigns, the program acknowledges that it plays a limited role in ending violence against women and that the program can only be effective if the whole community stands with the battered woman and opposes violence in family relationships;
3. Advertising clearly states that the goals of intervention services are to get the batterer to acknowledge and eliminate his violence rather than to salvage marriages or relationships, or to promote family unification;
4. All communications exclude any victim-blaming material and urge battered women to consult with local victim advocates to undertake safety planning and to find a supportive community in their search for violence-free lives;
5. All information communicated in advertising or public information efforts adhere to the confidentiality guidelines set by these *Program Standards* (see Chapter 3, Section 3);
6. Affiliation or cooperation with any victim advocacy program is not to be used as an endorsement unless the batterer intervention program has written permission to do so;
7. Batterer intervention programs must establish an advisory committee of victim advocates and battered women or develop a process for gathering advice and recommendations from victim advocacy program personnel regarding external, written, audio or video products;
8. Advertising and public information must be presented in a culturally sensitive manner to all groups within the community;
9. Afford victim advocacy programs the opportunity to participate in public information campaigns and presentations; and

10. Batterer intervention programs must develop a policy, in consultation with the local victim advocacy program, for responding to media and other requests for public appearances by battering men to assure that such appearances do not reinforce the batterer's power and privilege at the abused woman's expense, or the power and privilege of men in general in relation to women.

### Section 3. Monitoring Intervention Programs

#### Subsection A. Questions Paramount to Monitoring

Monitoring is a process by which intervention programs are designed, evaluated, and transformed. Evaluation is both structural and substantive. Monitoring of intervention programs is based on the expertise of victim advocates and battered women. Questions paramount in the monitoring process are:

1. Does the intervention program promote the safety and well-being of battered women?
2. Does the intervention program promote the cessation of domestic violence?
3. Is the intervention program accountable to the local domestic violence program and the Oregon Coalition Against Domestic and Sexual Violence (OCADSV)?
4. Does the intervention program refrain from all victim blaming?
5. Does the intervention program adhere to these *Program Standards*?

#### Subsection B. Monitoring Guidelines

The monitoring process must be guided by the following:

1. Each batterer intervention program must establish a cooperative and accountable working relationship with the local victim advocacy program for the purpose of inviting monitoring, networking, information-sharing, and mutual support.
2. Each batterer intervention program must assume the cost of the monitoring process and assure reimbursement to the local victim advocacy program for their monitoring activities.

3. Local victim advocacy programs and the OCADSV must have significant input into the monitoring protocols used throughout the state

4. Monitoring protocols will address the following:

- The designation of victim advocacy programs' staff to be involved
- The frequency of monitoring
- The context of monitoring
- The criteria, including these *Program Standards*, by which a program is to be monitored
- Mechanisms for feedback to the intervention program
- Mechanisms for follow-up on feedback provided
- Mechanisms for annual, formal evaluation of the intervention program
- Mechanisms for conflict resolution/grievance

#### **Section 4. Funding Guidelines**

1. Intervention programs for men who batter shall not compete for limited public and private resources with victim advocacy programs and services. In situations where there is perceived competition, the appropriation of funds should be determined by consultation with the victim advocates.

2. Participants in batterer intervention programs pay for the services according to their means as a part of their accountability for their own behavior.

3. Safe housing and support services shall be available to each battered partner of program participants. Where these are not otherwise available, batterers should be compelled to underwrite the costs of their provision since victim safety is an essential goal of batterer intervention services programs.

4. The intervention program is not a collection agent for restitution fees.

5. The cost of outreach, information, and referrals for battered partners of program participants plus the cost of monitoring and oversight by victim advocacy programs are borne by the batterer intervention program.

6. Batterers should be made responsible for the cost of victim safety. Costs

associated with assuring safety shall not be assumed by the victim advocacy program or by the victim.

7. Legislative initiatives for state funding are developed in collaboration with victim advocacy programs.

8. Arrangements with managed care providers to assure coverage for a full range of services for both victims and batterers shall be made in collaboration with victim advocacy programs.

#### **Section 5. Intervention Programs and Battered Women**

Programs must establish procedures for safeguarding battered women which, at a minimum, include:

1. Working collaboratively with victim advocacy programs to assure that battered women are provided advocacy, safety planning, and other assistance while the men who batter them are participating in intervention services;

2. Informing battered women of their right to be free of violence and to access legal protections;

3. Giving informed referrals to partners, to victim advocacy programs, victim-witness assistance, and legal services;

4. Advising battered partners of the status of the batterer in relation to the intervention service, including application, rejection or acceptance, attendance, and discharge;

5. Monitoring and assessing, to the extent possible, the signs of lethality of all participants at intake and periodically throughout intervention;

6. Warning potential victims and appropriate law enforcement agencies of the increased likelihood of violence by the participant;

7. Taking appropriate action to protect potential victims from dangers posed by program participants including, but not limited to, seeking involuntary mental health commitment of the batterer and finding emergency safe housing for those in danger;

8. Avoiding even the appearance of collusion with the batterer in all work undertaken by the agency; and

9. Focusing primary attention on the safety of battered women in all contacts made with them and all communication made on their behalf. (See "Partner Contact by Batterer Intervention Programs," Chapter 3, Section 4.)

#### **Section 6. Intervention Programs and the Justice System**

##### **Subsection A. Knowledge of the Laws Pertaining to Domestic Violence**

Intervention programs must have an understanding of the law on domestic violence and the operation of the justice system. The following represent the minimum knowledge that any provider must have:

1. Familiarity with the state laws which regulate police response to domestic violence calls [ORS 133.055, 133.310, 133.315, 107.719, 135.250(2)];

2. Familiarity with the relief available to victims of domestic violence afforded by the Family Abuse Prevention Act (ORS 107.700 et seq., 24.185); and

3. Knowledge of local law enforcement, prosecution and court policies regarding domestic violence cases.

##### **Subsection B. Exchange of Information with the Criminal Justice System**

Programs providing mandated intervention must establish a method of information exchange with the criminal justice system. For this purpose batterer intervention programs must undertake the following activities:

1. Obtain pertinent court orders including copies of protection orders, no-contact orders, police reports, photographs and treatment records whenever possible;

2. Report any violations of the provisions of a court order mandating batterer intervention to the appropriate court officer, judge, or prosecuting agency;

3. Submit periodic status reports to the court or any designate agency regarding attendance, participation, and recommendations for further intervention;

4. Establish a policy through consultation with the court and the local victim advocacy program regarding documentation and reporting of further incidents of violence and violations of

protection orders, bail conditions, and probation/parole conditions;

5. Inform law enforcement and any appropriate court officer, as well as warn any potential victim, of the increased likelihood of violence by the program participant that may result in bodily injury or death to the battered partner or any other foreseeable person;

6. Assist victim advocacy programs as requested, to provide training and technical assistance to the justice system about domestic violence, its perpetrators, and appropriate intervention strategies to eliminate violence against women and children; and

7. Report any inappropriate referrals to the program from the court or Department of Community Corrections (e.g., victims who have been mandated).

#### **Subsection C. Interagency Agreements**

Programs providing mandated intervention should seek to establish interagency agreements with the criminal justice system, its officers or agents, including, but not limited to, community corrections and prosecutors. This agreement should include the following provisions:

1. A means of information exchange with the criminal justice system as outlined above;

2. A policy regarding financial support by the criminal justice system for batterer intervention services and fee requirements for participants;

3. A policy defining the intervention program's authority over intake and screening, case management, conditions and duration of services, and the limits of confidentiality;

4. The consequences of discharge before completion of the program and the role of batterer intervention services staff in hearings concerning a participant's noncompliance;

5. An agreement that the criminal justice system will respect the confidentiality of all communications and records between the intervention program and the victim of domestic violence whose partner is an applicant or participant in the program;

6. A means of sharing appropriate

information with the partners/victims of participants in the mandated intervention program; and

7. An agreement that no victim of domestic violence shall be mandated, because of this status, into any treatment or intervention program.

#### **Section 7. Intervention Programs and Victim Advocacy Programs**

Intervention programs seek to establish cooperative, accountable relationships with local victim advocacy programs, domestic violence councils, and the OCADSV in order to:

1. Ensure that partners of participants in intervention programs are provided outreach, advocacy, safety planning and other assistance as needed

2. Develop and distribute information packets about batterer intervention services and the information to which partners are entitled (*see* Appendix D for a list of information to include)

3. Establish referral mechanisms between the victim advocacy and batterer intervention program

4. Develop an agency policy on batterers' custodial access to children and strategies to protect children while the father is a participant in a batterer intervention program

5. Establish an agreement of non-competitive fundraising with local victim advocacy programs and the OCADSV

6. Coordinate advertising and public information campaigns relating to batterer intervention services

7. Assist in training professionals in the community (e.g., justice system, medical, schools, mental health, religious, drug and alcohol treatment, child protective services professionals) about domestic violence, the law on domestic violence, services for victims and perpetrators, safety strategies for battered women and children, and accountability of men who batter

8. Implement a monitoring system whereby battered women, advocates, and the local victim advocacy program regularly monitor the services provided by the batterer intervention program,

selected participants in the intervention program, and the organizational practices of the intervention program

9. Develop written or informal agreements with the justice system, particularly the courts, related to batterer intervention programs

10. Cooperate in the creation of any research agenda on domestic violence and batterer intervention programs and collaborate in the production and dissemination of research findings

11. Collaborate on issues of public policy related to safety for battered women and children and intervention with men who batter

12. Work together to advocate with managed care providers to assure coverage for a full range of services for both victims and batterers

13. Develop an agency policy to encourage batterer accountability through financial support of the battered woman and children and through financial support of victim advocacy programs

## **CHAPTER 3. STRUCTURAL COMPONENTS OF INTERVENTION PROGRAMS**

### **Section 1. Appropriate Intervention Approaches**

#### **Subsection A. Principles of Appropriate Intervention**

Intervention approaches with male batterers must be grounded in the pro-feminist principles that domestic violence is rooted in the institutionalized imbalance of power between men and women founded on gender-based values, sex-role stereotyping, and misogyny. According to the pro-feminist model:

1. Battering is a controlling behavior that serves to create and maintain an imbalance of power between the battering man and the battered woman.

2. Because power and control are seen as the fundamental issues, interventions directly challenge the abusive man's attempts to control his partner through the use of physical force, verbal and

nonverbal intimidation, and psychological abuse.

3. Violence is broadly defined as any act that causes the victim to do something she does not want to do, prevents her from doing something she wants to do, or causes her to be afraid.

4. It is essential to challenge the sexist expectations and controlling behaviors that often inhibit men's motivation to learn and to apply respectful communication skills consistently in a non-controlling manner.

5. The focus of intervention is on the identification and elimination of violent and controlling behaviors, the divestiture of sexist expectations and attitudes, and the adoption of egalitarian principles and beliefs.

6. Because any behavior can be used to control or harm another, providers must be cautious in presenting tools and techniques that are intended to change behaviors. Such tools are often used to further manipulate and control the battered partner.

#### **Subsection B. Appropriate Methodologies**

Cognitive-behavioral, psychoeducational and resocialization approaches are appropriate within the context of profeminist theory. Applications of these methodologies are described below:

1. The cognitive-behavioral model derives from social learning theory that sees controlling and abusive behaviors as socially learned and self-reinforcing. According to this model:

- a. Since abuse and control are learned behaviors, non-abusive and non-controlling behaviors can similarly be learned.
- b. Abusive men are seen separately in specialized groups to increase the opportunity to focus on their own behavior and thinking patterns. The group leader points out the damaging and ultimately self-defeating consequences of violence and teaches alternative behaviors.

2. The primary objective of resocialization with male batterers is to introduce and internalize an alternative view of masculinity which rejects violence and control as an option within a domestic relationship.

3. The leader's goal, within the group, is to model equality and respect and to challenge behaviors and beliefs that reflect attitudes of inequality and disrespect.

4. A positive resocialization process is evidenced in the group as members begin to voluntarily challenge each other's violent and controlling behaviors, and as they begin to model alternative behaviors and attitudes which reflect changing beliefs regarding power and control within relationships.

### **Section 2. Inappropriate Intervention Approaches**

**1. Victim Blaming:** Any approach or practice that blames or intimidates the victim or places the victim in a position of danger is not appropriate. Any approach that coerces, mandates, or otherwise requires victim participation is inappropriate.

**2. Anger Management:** It is not appropriate to use anger management techniques which place primary causality on anger and/or are the sole intervention rather than one part of a comprehensive approach. Theories or methods which identify poor impulse control as the primary cause of the abuse excuse the batterer from personal responsibility for his behavior and also fail to address the fundamental beliefs and social issues that underlie domestic violence.

**3. Couples, Marriage or Family Therapy:** When domestic violence has been identified, it is not appropriate to use couples, marriage, or family therapy. Domestic violence perpetrators should be seen in specialized groups until they have taken full responsibility for their violence and demonstrated the consistent use of alternative, nonviolent behaviors. These other therapies may be used only when the batterer has completed the intervention program, violence has ceased, the victim is making decisions independent of the abuse, and the victim is in agreement.

#### **4. Other Inappropriate Approaches and Techniques:**

- a. Psychodynamic or Insight models which link causes of the violence solely to past experience and

unconscious motivations

- b. Ventilation techniques such as punching pillows or encouraging the expression of rage
- c. Systems theory approaches which treat the violence as a mutually circular process with shared responsibility
- d. Addiction counseling models which identify the violence as an addiction and the victim as enabling or co-dependent in the violence
- e. Methods which identify psychopathology on the part of either party as a primary cause of violence

### **Section 3. Partner Contact by Intervention Programs**

#### **Subsection A. Appropriateness of Partner Contact**

1. There is substantial debate within the national batterer intervention services community about whether intervention program personnel should make contact with partners of participants. Those collaborating in the development of these *Program Standards* concluded that partner contact is appropriate solely for the purposes of:

- Warning of imminent danger
- Providing information on the availability of services for victims of domestic violence
- Providing information about the intervention services currently being undertaken with the batterer

2. The battered partner of a program participant may initiate contact with the intervention program to report restraining order violations, continued acts of abuse and violence, and with questions concerning her safety and that of her children. In such cases she should be referred to the local victim advocacy program for safety and support services and assistance in reporting to the probation officer, assuming one has been assigned.

#### **Subsection B. Information Provided to Partners**

1. Information regarding the curricula and practices of intervention programs must be made available to partners.
2. Partners may believe strongly in the

efficacy of batterer intervention programs. Thus, information provided to battered partners must clearly set forth the limitations of batterer intervention programs.

3. Communications must not represent programs as achieving more than they can actually accomplish. Information to the partner must specifically state that intervention programs are only one aspect of a coordinated community plan to eliminate domestic violence.

4. Written and audio/visual materials provided to partners about the efficacy of batterer intervention services must be reviewed by shelters and advocates, and their feedback incorporated in revisions to these materials.

#### **Subsection C. Partner Referral**

1. Batterer intervention programs are not the primary resource to victims of domestic violence.

2. Professionals working in programs for men who batter must not engage in individual or group therapy for the victims or partners of batterers for whom they are simultaneously providing services. They should instead refer them to an appropriate victim advocacy program.

#### **Section 4. Intervention Format**

1. Intervention programs must provide group education for batterers. Exceptions may be made in the rare instance that an individual is either inappropriate for, or unable to attend the group sessions.

2. Groups must be of the same gender.

3. Ideally, the size of the group should be limited to no more than twelve (12) participants and should be taught by two facilitators.

4. Whenever possible, groups are to be facilitated by one male and one female for the purpose of creating safety and accountability and modeling healthy egalitarian relationships.

5. The length of the group intervention is for a minimum of twenty-six (26) sessions at weekly intervals. Each session is of two hour duration for a total of fifty-two (52) hours minimum. The program reserves the right to extend the period of group education for an individual to up to eighteen (18) months.

6. Following the group intervention, these *Program Standards* recommend that each participant continue with monthly face-to-face contact with an intervention service provider. These follow-up sessions should continue for a minimum period of six additional months bringing the total length of the intervention period to one year.

#### **Section 5. Curriculum Outline**

##### **Subsection A. Basic Requirements**

To be in accordance with the philosophy, purposes, and principles of practice of these *Program Standards*, a curriculum for men who batter must:

1. Specifically address belief systems that legitimize and sustain violence against women;

2. Embrace the definitions of abuse, battering, and domestic violence as stated herein;

3. Identify a wider range of abuse than is typically identified as battering or abusive behavior. This should include:

- Physical, emotional, and sexual abuse
- Terroristic threats
- Intimidation
- Harassment
- Isolation
- Kidnapping
- Unwanted contact
- Economic manipulation or domination
- Destruction of pets and property
- Other acts that jeopardize the well-being and safety of children and other family members or friends

4. Educate participants to identify all of their abusive behavior and the patterns of that behavior;

5. Identify the cultural supports that legitimize both individual acts and battering as a whole;

6. Model non-abusive and non-controlling behaviors and attitudes;

7. Help participants understand and responsibly accept the adverse legal and social consequences for battering;

8. Heighten the participants' overall understanding of the effect of abuse upon their victims, themselves, and others and

encourage them to go beyond the requirements of the law or any court order in providing battered partners with financial support and restitution for the losses caused by their abuse and battering;

9. Address the impact of abuse and battering on children and the incompatibility of violence with positive parenting;

10. Assist participants in examining the values and beliefs that not only support their abuse but prevent them from stopping. For men who batter, these include misogyny and entitlement/ownership of female partners; and

11. Specifically teach alternatives that help men respect women and recognize them as equals who have the right to live their own lives.

##### **Subsection B. Responsibility Plan**

Neither the intervention program, the community, nor the victim can impose accountability, although they can help to support its development through interventions and sanctions with the batterer. To this end, the curriculum must help participants develop *Responsibility Plans* which meet the following requirements:

1. Participants draw up an individualized, step-by-step plan with help from the program. The specific content of the plan must be developed by the participant

2. The plan makes a comprehensive statement of accountability for battering and abusive behavior

3. Participants clearly state in their plans how they will stop using controlling behaviors to maintain dominance

4. The plan provides for appropriate restitution to the battered partner (A recommended outline for the *Responsibility Plan* is provided in Appendix G.)

##### **Subsection C. Bibliography for Curriculum Development**

The following books are recommended to the staff of batterer intervention programs for help with curriculum development. These *Program Standards* do not endorse them as the exclusive curricula for batterer intervention in Oregon:

*Amend: Philosophy and Curriculum for Treating Batterers and Amend: Workbook For Ending Violence Behavior*

by Michael Lindsey, Robert McBride, and Constance Platt (Littleton, CO: Gylantic Publishing, 1993).

*Education Groups for Men Who Batter: The Duluth Model*, by Ellen Pence and Michael Paymar (New York: Springer, 1993). The most noted court mandated curriculum in the country with role plays and instruction for addressing men's tactics of control. (Video of role plays also available.)

*Ending Men's Violence Against Their Partners: One Road to Peace*, by Richard Stordeur and Richard Stille (Newbury Park, CA: Sage, 1989).

*Intervention With Men Who Batter; An Ecological Approach*, by Jeffrey Edleson and Richard Tolman (Newbury Park, CA: Sage, 1992).

*Learning to Live Without Violence: A Handbook for Men*, by Daniel Jay Sonkin, Ph.D. and Michael Durphy, M.D. (Volcano, CA: Volcano Press, 1994).

*Men Who Batter: An Integrated Approach to Stopping Wife Abuse*, by Edward Gondolf (Holmes Beach, FL: Learning Publications, 1985).

*Men's Work: How to Stop the Violence That Tears Our Lives Apart*, by Paul Kivel (Center City, MN: Hazelden, 1992). (Video, audio tape and workbooks available.)

## **Section 6. Intake Standards**

### **Subsection A. Selection and Referral of Participants**

Control over the size and composition of batterer intervention groups is essential for effective service. Some batterers are not ready for intervention and require other treatment first. Others are not likely to benefit from intervention either because of personality disorders or psychological pathology. Therefore the intervention program must retain the authority to do the following:

1. Develop and utilize criteria for acceptance or rejection of applicants for intervention services.

2. Evaluate, or refer for evaluation, applicants who may require drug and alcohol, mental health, or other treatment services.

3. Impose conditions on participation in intervention services that the program deems appropriate; develop an intervention plan accordingly; manage the intervention plan; and make appropriate referrals outside of the agency

### **Subsection B. History of Battering and Abuse**

At intake and during intervention, the program must obtain:

1. Copies of pertinent documents including protection orders, no-contact orders, police reports, police photographs, and treatment records whenever possible
2. A thorough history of the following:
  - Abuse, battering and control of intimate partners in both present and past relationships
  - Violence involving non-intimate others
  - The participant's own experience as a witness or recipient of abuse

### **Subsection C. Lethality Assessment**

1. During intake and periodically thereafter, the program assesses the potential lethality of the applicant/participant. Documentation of lethality assessment must include the following:

- Access to the battered partner
- Prior attempts at homicide or suicide
- History of threats of homicide or suicide
- History of ideation of homicide or suicide
- Possession of, access to, or a history of utilization of weapons
- Degree of "ownership" of partner and children
- Degree of dependency on the partner, including failure to stay separated from her
- History of episodes of rage
- History of depression
- History of involvement with criminal justice system, especially domestic incidents
- History of chemical abuse or dependency
- History of head injury
- History of sexual abuse of the battered partner and others

- Present or past diagnosis of psychotic disorder
  - Level of jealousy
  - Tendency to blame the partner
  - Lack of motivation to stop violent and/or controlling behavior
  - Whether the batterer has injured pets or animals
  - Prior episodes of hostage-taking
  - Military or police experience
- (See Appendix B, Lethality Assessment, for additional information.)

2. When a provider concludes that the applicant is at high risk for lethality, the perpetrator may be denied admission

### **Subsection D. Partner Contact During Intake**

1. The program must have a policy on partner contact during intake and any subsequent intervention services.

2. The program is responsible for notifying the battered partner of the applicant's acceptance or rejection for intervention services. Likewise, the program must notify the battered partner of any conditions imposed on acceptance into intervention services.

3. The program must advise the battered partner that the applicant's involvement in intervention services may not reduce his violence.

4. The program informs battered partners of the availability of outreach, advocacy, emergency services and safety planning offered by the local domestic violence program.

5. The program informs battered partners of the availability of any orientation offered by the local victim advocacy program about intervention services.

### **Subsection E. Rejection of Applicants**

1. The program must not discriminate against any applicant based on race, class, age, physical handicap, religion, educational attainment, ethnicity, national origin or sexual orientation.

2. If the program rejects a court-mandated applicant for intervention services, it must advise the court of the basis for rejection and, where appropriate, may make recommendations for other intervention, treatment services, or

criminal justice action. This must be done within three working days of the rejection.

#### **Subsection F. Contract Components**

At intake, the intervention program must require that an applicant, who is accepted, enter into a contract for services that includes at least the following:

1. Statement of philosophy consistent with these *Program Standards*;

2. Specified length of program, attendance policies and consequences of inadequate attendance;

3. Specified fees, methods of payment, and the consequences of failure to comply with payment agreements;

4. The expectation of active participation, including sharing personal experiences, values and attitudes, and completing group activities and assignments;

5. An agreement that the participant will cooperate with the rules for group participation;

6. An agreement that the participant will develop and work a responsibility plan (details regarding *Responsibility Plans* are outlined on page 82 and in Appendix G);

7. Drug and alcohol policy, including the requirement that the client not attend any sessions while under the influence of drugs or alcohol;

8. Other program rules and expectations, such as written exams, concurrent treatment requirements, rules regarding possession of weapons, smoking policy, and any other conditions on participation in the intervention program;

9. Waivers of confidentiality by the participant related to:

- Notifying partner about acceptance, rejection, or discharge of the batterer
- Organizations or agencies that may be providing services to the victim or other family members
- Duty to warn and protect battered partners, law enforcement and third parties related to any risk of serious harm posed by the participant
- Reports required by the court or its officers regarding participation in intervention services

- Other agencies providing services

10. Obligation of the intervention program to follow all State of Oregon laws regarding mandatory reporting in the case of potential violence, child abuse, elder abuse, and other areas as specified in the administrative rules;

11. An explanation of confidentiality policy within the specified limits, and the requirement that participants safeguard the confidentiality of other group members;

12. An agreement that the participant will not seek the disclosure of any information about the victim or partner, either directly to the participant or in any judicial or administrative proceeding;

13. An agreement to execute all necessary documents for release of information to and from battered partners, law enforcement, the courts, prior intervention or treatment services, and others as appropriate; and

14. Criteria for program completion or discharge.

### **Section 7. Confidentiality Policy**

#### **Subsection A. Waiver of Confidentiality**

In order to increase the safety of victims, participants in batterer intervention programs are accorded only limited confidentiality. Each participant must execute a written waiver of confidentiality upon entering the program. The waiver should include the following conditions:

1. The waiver permits staff to advise victims and the victim advocacy program of the participant's application, enrollment, attendance, discharge, and any threats of violence.

2. When the participant is mandated to batterer intervention by the court, the waiver specifies that all of the information enumerated in the preceding paragraph may be revealed to the probation officer and the court; and that the appropriate office within the justice system must be informed of a mandated batterer's failure to participate and of the batterer's discharge. The waiver may also include the option to report further acts of

violence to the criminal justice system if approved by the local victim advocacy program.

3. The waiver should permit the program to take safety initiatives to notify any person at risk, including, but not limited to, the victim, any children, significant others, victim advocates, and the police, of any concerns they have about the participant's potential for violence and lethality.

#### **Subsection B. Confidential Group Context**

It is the responsibility of the batterer intervention program to develop policies regarding confidentiality. These policies must address the following issues:

1. The limits of confidentiality as outlined above.

2. The need for participants to honor the confidentiality of information disclosed by other participants in group counseling.

3. The participation of other professionals, such as interpreters, victim advocates, or those conducting specialized training.

4. The participation of non-professionals who may wish to attend a group session, including media reporters, grant-makers, family and friends. Participants should unanimously agree to such a visit from a non-professional.

5. The use of audio or video tape recordings, either for use within the program (e.g., for supervision purposes) or outside of the program (e.g., community education or television broadcast). Written consent from group participants must be obtained for any such taping. Written consent must also be obtained from any victims or partners of participants for any audio or video taping that is to be released to the public.

#### **Subsection C. Court Disclosure and Testimony**

Batterer intervention services must develop specific policies about providing testimony in administrative and judicial proceedings. These policies should specify that:

1. The court or its officers is entitled to information about enrollment, attendance,

progress, threats of violence, acts of violence, discharge and other information indicative of a participant's level of lethality

2. Personnel from the program may have to disclose information if the court finds that the counselor-client privilege does not apply

#### **Subsection D. Protecting Confidentiality of Victims and Partners**

1. Victims of domestic violence and partners of participants are entitled to information about:

- The batterer intervention services curriculum, policies and procedures
- Enrollment, attendance and discharge of the participant

2. The information regarding a participant, as specified above, is the right only of a partner or victim of the participant. This information shall not be disclosed to an attorney or any third party except as otherwise delineated in this section.

3. Protection of the victim and potential victims is the first priority of the batterer intervention program. To this end, batterer intervention programs shall maintain the confidentiality of victims, unless confidential communications are specifically waived by the victim in writing or there is reasonable cause to believe that the victim may be in imminent danger.

4. Batterer intervention programs shall not persuade or coerce victims to waive confidentiality and shall inform victims of the limits of confidentiality.

5. To avoid unintended disclosure of confidential communications of the victim or partner to the participant, it is preferred that workers having contact with the victim or partner be staff other than those providing direct services to the participant. This is often not feasible in small batterer intervention programs.

6. Batterer intervention programs must develop policies to minimize the possibility that a participant could gain access to information disclosed by the victim or present partner. This may include:

- A written agreement from the participant not to seek such information

- Keeping records of victim contacts in a separate, confidential file, and/or keeping only minimal information on file about contacts with victims or present partners

### **Section 8. Discharge: Criteria and Processes**

#### **Subsection A. General Guidelines**

1. Every batterer intervention program must establish consistent criteria for discharge based on program completion, noncompliance, or discharge for other reasons.

2. Discharge prior to completion should be for noncompliance with the terms of the participant contract or for other reasons which threaten the integrity of the process or the safety of the group leaders or participants.

3. It must be understood that batterers will continue to be abusive while attending the intervention program. Reports of further violence or abusive behavior by a participant should not be considered cause for discharge unless, when taken together with other factors, the judgment of the program providers is that his continued participation is untenable.

4. Guidelines for discharge should be uniform and predictable and should insure that discrimination does not occur against any participant based on race, class, age, physical handicap, religion, educational attainment, ethnicity, national origin or sexual orientation.

5. In every case of discharge, the intervention program must have an established procedure for notification of the participant's partner and, in the case of mandated clients, the court or its officer and agents.

#### **Subsection B. Program Completion**

1. Criteria for program completion is limited to the following:

- Consistent attendance
- Cooperation with group rules throughout intervention services
- Compliance with other conditions of the contract for intervention services

2. Communications with all parties regarding discharge for program completion of intervention services should reflect only that the participant has complied with program requirements and should not be construed as predictive of future behavior.

#### **Subsection C. Discharge for Noncompliance and Other Reasons**

1. A participant may be discharged for noncompliance under any of the following circumstances:

- Failure to maintain regular attendance
- Failure to participate
- Failure to comply with other conditions which are part of the participant's contract, *e.g.*, involvement in a recovery program for drugs and alcohol or involvement in mental health treatment
- Willful failure to meet the payment agreement
- Violation of any of the group rules
- Threatening the safety of the facilitator or other program participants

2. An intervention program may also discharge a participant due to:

- Extensive psychiatric history or mental health complications
- Inability to control substance abuse
- Inappropriateness of the program format for the particular individual

3. When a participant is discharged for reasons other than noncompliance, efforts must be made to link the participant with appropriate services addressing the particular conditions and needs pertaining to that person. When appropriate services are not available, the batterer intervention program should advocate for and assist in the development of additional services within the community.



## CHAPTER 4. ETHICAL AND PERSONNEL STANDARDS FOR BATTERER INTERVENTION PROGRAMS IN OREGON

### Section 1. Ethical Standards

#### Subsection A. Program Ethics

In order to maintain a high level of accountability, batterer intervention programs must:

1. Strive to meet the *Program Standards* outlined in this document.
2. Seek evaluation and monitoring that is based on the expertise of victim advocates as described in Chapter 2, Section 3 of these *Program Standards*.
3. Establish and maintain cooperative working relationships with victim advocacy programs, battered women, the Oregon Coalition Against Domestic and Sexual Violence, and statewide and local domestic violence intervention coordinating councils.
4. Acknowledge that safety of battered women is the primary concern of intervention with men who batter and therefore these programs must be accountable to battered women and their advocates.
5. Present in all their literature, publicity, and program descriptions a consistent message that domestic violence is not acceptable behavior.
6. *Only* provide services to men who batter as part of a coordinated community response which includes advocacy, safe housing, and support services for battered women in the local community.
7. Work with the courts, community corrections, and other local agencies or victim advocacy programs to promote appropriate advocacy, safe housing and support services for battered women.
8. Provide non-racist, non-sexist, respectful interactions with all participants and their partners.
9. When evaluating intervention services, seek to have independent outcome-based research rather than self-evaluation.

#### Subsection B. Staff Ethics

All paid and volunteer staff, board members, and owners of batterer intervention programs must meet and maintain the following standards:

1. Not perpetrate domestic violence in their own lives.
2. Be free of criminal convictions involving moral turpitude.
3. Be free of problematic consumption of alcohol and other drugs.
4. Immediately warn program participant's partner of imminent violence that the participant may inflict on the battered woman or members of her family.
5. Immediately report suspected child or elder abuse by a participant when required by Oregon child abuse law (ORS 419B.005).
6. Maintain open communication with personnel in victim advocacy programs, the justice system, and allied human services agencies; seek conflict resolution when disputes arise.
7. Present a consistent message that domestic violence is not acceptable behavior, that batterers are responsible and must be held accountable for their behavior, and that victim-blaming perpetrates domestic violence and will not be tolerated.
8. Actively eliminate gender or racially based institutional privilege in the intervention program.

#### Subsection C. Personal Staff Ethics

All paid and volunteer staff, board members, and owners of batterer intervention programs must personally commit to the following:

1. Personally communicate the message that victim-blaming, sexism, and misogyny will not be tolerated.
2. Be open to self-examination and receptive to feedback on issues of power and control, racism, sexism, homophobia, and exclusion of women or people of color from the workplace and social activities.
3. Continually engage in a process of education and self-reflection on violence against women, particularly in intimate relationships.

4. Recognize male entitlement and work to minimize its negative effects in all aspects of their own lives

5. Model non-violent and egalitarian behavior

#### Subsection D. Sexual Harassment and Exploitation

1. All paid and volunteer staff, board members, and owners of batterer intervention programs must:

- NOT engage in or condone sexual harassment or exploitation of workers whom they supervise, of student interns, program participants, or their battered partners
- Conduct their personal interactions with respect and without sexual objectification

2. Intervention programs must have a sexual harassment policy in place which includes a procedure in which victims of sexual harassment or exploitation can find redress.

#### Subsection E. Equal Access and Affirmative Outreach

Batterer intervention programs must be committed to equal access. They must:

1. Be culturally sensitive and not discriminate in provision of services, hiring, promoting, or salaries against any person because of race, color, religious creed, ancestry, national origin, age, gender, handicap or disability, marital status, sexual orientation, political affiliation, or socioeconomic status (*See Appendix F regarding cultural sensitivity*)
2. Periodically review the curricula, publications, and audiovisual material to evaluate adherence to this principle
3. Select and retain staff who are reflective of the ethnic, racial and language diversity within the community they serve
4. Work to remove language or cultural barriers that inhibit staff or clients from fully participating in the program or any of its services
5. Engage in affirmative outreach to fulfill these principles and reflect in their personnel policies this commitment to equal access

6. Have an Equal Employment Opportunity policy with a grievance procedure in place

#### **Subsection F. Research Ethics**

In undertaking research, providers and researchers must:

1. Accept responsibility for the selection of research topics and methods used in investigation, analysis, and reporting that will enhance the safety and integrity of battered women and advance the elimination of domestic violence.

2. Work in collaboration with victim advocacy programs and their staff.

3. Be extraordinarily careful to not jeopardize the safety of battered women by protecting the confidentiality of both the subjects and the partners of the subjects of any research. Obtain explicit, informed and written permission from the subjects and their battered partners.

4. Plan research in ways to minimize the possibility that findings will be misleading.

5. Provide thorough discussion of the limitations of data, especially where the product touches on social policy or might be construed to be to the detriment of battered women, abused children, or members of other disenfranchised social groups. This takes into consideration age, sex, race, ethnicity, sexual orientation, disability, and socioeconomic status.

6. Report negative or disconfirming data in their published reports, and take responsibility to acknowledge the existence of alternate hypotheses and explanations

of their findings.

7. Broadly distribute findings that will help battered women make effective safety plans and obtain adequate legal protection and social support.

#### **Subsection G. Ethical Violations**

Violations of these ethical standards should be reported to the local victim advocacy program, OCADSV, or to the statewide or local domestic violence intervention coordinating council.

### **Section 2. Personnel Policies**

#### **Subsection A. Policies**

##### **Applicable to All Personnel**

Batterer intervention programs must have personnel policies based on these *Program Standards*, which apply to all paid and volunteer staff, board members or owners. Policies must include:

1. A means to address past or current domestic violence perpetration. This must include at least one (1) year as a participant in a batterer intervention program followed by a minimum requirement of a three (3) year violence-free record and an evaluation process that involves battered women and their advocates prior to hiring or reinstatement.

2. The prohibition of the use of alcohol or drugs at the workplace, of working under the influence of alcohol or drugs, and of the manufacture or sale of alcohol or drugs to clients or co-workers at the workplace. This policy must address disciplinary action and requirements for hiring or reinstatement.

3. Assurance that staff, volunteers, board members or owners are well oriented to the program's philosophy, organization, curriculum, policies, procedures and goals.

4. Annual training requirement on sexism, racism and homophobia and their impact on violence against women, training in cultural sensitivity, and ongoing training and evaluation by those with expertise in domestic violence, including battered women and battered women's advocates.

5. Assurance that these *Program Standards* are met by all staff, supervisors, volunteers, board members or owners, as applicable.

#### **Subsection B. Staff Qualifications**

Qualified staff providing batterer intervention services must demonstrate:

1. Knowledge about domestic violence, including issues relating to perpetrators and to victims.

2. Ability to confront violence and perpetrators' justifications for that violence.

3. Ability to effectively facilitate groups.

4. Understanding of issues related to power and control.

5. Ability to model non-violent, egalitarian relationships.

6. Ability to identify mental health, addiction, grief or other issues and make appropriate referrals.

7. Ability to work with a diverse group of men.

(Appendix C provides comprehensive recommendations for the minimum qualifications for group facilitators, supervisors and trainees.)

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# APPENDICES

## APPENDIX A. DEFINITIONS

**ABUSE**—Domestic abuse is an attempt to control the behavior and/or emotional/intellectual life of an intimate partner and to diminish or prevent the other's free choice. Not all forms of abuse are illegal. Abuse is not loss of control.

To establish and maintain control, perpetrators select the targets of their abuse. Many choose the circumstances of their violence, including the amount of injury inflicted by their acts of abuse. The perpetrator bears sole responsibility for his or her actions. There is no behavior on the part of the victim which causes or excuses abuse. Abuse encompasses all of the following:

**Physical abuse** embraces a wide range of behaviors including restraint, slapping, hitting, coercing drug consumption or withholding medication, aggravated assault and homicide.

**Sexual abuse** is a wide range of behaviors including any sexual activity that is coerced or obtained by pressure, or that is pressed after a physically abusive incident. It may include threats of infidelity, forcible intercourse, denial of contraception, coerced abortion, sexual mutilation, and any painful or harmful sexual activity.

**Emotional abuse** includes threats, verbal disparagement, intimidation, degrading or contemptuous behavior, withholding communication, yelling and social isolation.

**Economic abuse** occurs through direct or indirect manipulation or domination of family finances, the abdication of financial responsibility, or disposition of the personal property of family members without consent.

**Destruction of property** includes vandalism of the home, car or other personal assets and may include arson.

**Threats or acts of abuse** against children, significant others, or family pets which encompass any of the above.

**ACCOUNTABILITY**—Accountability is a process whereby batterers take responsibility for their actions and the effects of those actions. In addition, batterers must make themselves available for scrutiny and feedback on their efforts to achieve lives free of violence, misogynist beliefs, acts of domination and coercion and/or fear inducing conduct. This process requires periodic examination of the perpetrator's conduct, particularly as it relates to any victim, current partner, and his children. It also entails the development and periodic evaluation of a plan to assure responsible, non-coercive conduct.

**BATTERING**—Battering is patterned abuse in the presence of controlling tactics. Abuse that has at least once been physical, sexual, or has involved the destruction of property, or has been threatened, and is either repeated or threatened to be repeated in such a way as to engender fear in the mind of the victim, is battering. It is the systematic domination of one person by another. It may include emotional abuse in the absence of physical or sexual abuse, if it engenders fear in the victim. Prior instances of physical, sexual, or property abuse and threats of repetition create an atmosphere of fear and of coerced accommodation.

Battering is abuse that is systematized by an ongoing threat or actual promise of continuance of violence. The batterer keeps his victim in a state of constant fear with implied or actual threats of further violence or degradation.

While engendering fear is purposeful, it can, in fact, not be fully conscious on the part of the batterer. The batterer's intent is not a measurement of battering. Battering is measured by the acts and patterns of abuse inflicted by the perpetrator and by the repercussions experienced and reported by the victim.

**BATTERER INTERVENTION PROGRAMS**—Batterer intervention programs attempt to end violence by the perpetrator and to simultaneously safeguard the victim, using methodologies outlined in this document.

**DOMESTIC VIOLENCE**—Domestic violence is the generic concept that includes the entire spectrum of coercive control, abuse and battering, exercised by one intimate partner over another. In this document, the terms "battering" and "domestic violence" are used interchangeably.

**ENTITLEMENT**—Entitlement is a person's socialized expectation of certain privileges, regard, or treatment from others. A person may feel *entitled* to behave in certain ways or to have certain powers, rights, exemptions, or advantages. Within the context of domestic violence, *entitlement* refers to male, gender-biased expectations learned in the patriarchal cultural context, i.e., to have *male privileges*. Such privileges may include deferential treatment from women, which forms an expectation of submission and obedience from a man's intimate partner. A man may feel entitled to total acquiescence from his partner, to be taken care of by her, to have sex on demand, to set and enforce household standards, to control all finances, to define how children will be treated and will behave, and other actions. *Entitlement* may also extend to the prerogative to use coercive or violent behavior to reinforce privilege or punish noncompliance.

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**MISOGYNY**—Misogyny is the belief system that rationalizes or justifies violence and terrorism against women and girls. It embodies extreme prejudice against females. While this prejudice is frequently expressed as intense, volatile hatred of women, it most often is very subtle, and even patronizing, in its expression. It defines women and girls as inferior beings who must be subordinated because of their resistance to the natural order of male supremacy and dominance. Misogyny views women as expendable in the service of men. This belief system generates permission to control and dominate women and to use whatever means are necessary to do so.

**PERPETRATORS**—Perpetrators are those individuals who use coercive tactics of abuse and battering with their intimate partners.

**PATRIARCHY**—Patriarchy is a cultural construct in which the male is granted supremacy, and women and children are viewed as dependent, incapable, and secondary. Patriarchy encourages the male domination of women, since men are given power and women are expected to be submissive.

**PRO-FEMINIST**—A cultural perspective that embraces a feminist analysis of battering: “Wife-beating is controlling behavior that serves to create and maintain an imbalance of power between the battering man and the battered woman” (Adams, 1988). In this analysis, power and control, and entitlement or male supremacy, are seen as the fundamental issues to be addressed by intervention strategies and batterer intervention services.

**VICTIM**—A victim is a person against whom the perpetrator directs his abuse or battering. This may include intimate partners, children, and other family or household members. The perpetrator is not a victim when those he abuses defend themselves in order to stop the perpetrator’s abuse.

**VICTIM ADVOCACY PROGRAMS**—Victim Advocacy Programs are those programs whose mission statement or primary goal is to provide services to victims of domestic violence and their children. Such services may include shelter, crisis lines, support groups, advocacy, information and referral, public education, etc. Such programs are frequently called “domestic violence shelter programs” or “domestic violence programs.”

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## APPENDIX B. LETHALITY ASSESSMENT

Assessing the lethality of batterers is not a clearly delineated process. Batterer intervention providers who are assessing lethality should conduct a thorough evaluation, but also be aware that their findings may have significant limitations. These limitations include the possibility that the batterer may manipulate information he is presenting, or be in such a state of denial that valid information cannot be obtained. Assessment of lethality is a complex process that cannot be done with a simple set of yes/no criteria.

The lethality of batterers can vary over time. Therefore, batterer intervention providers must periodically assess lethality during the course of intervention. There are particular circumstances in which batterers may become more dangerous and a new lethality assessment must be conducted. Circumstances that may increase a batterer's lethality include:

1. when the partner increases her emotional and/or physical separation from the batterer
2. at the start of group intervention, when men are typically confronted about their abusive behaviors and may direct the resulting rage onto their partners
3. when the batterer believes that the partner has had contact with the police, probation officer, batterer intervention program, or other party that may be involved in the batterer's life

It is particularly important to conduct a thorough assessment of lethality if the partner has taken steps to separate from the batterer. Violence against women and children increases sharply at the time of separation.

If a battered partner who is concerned about the batterer's level of danger contacts an intervention provider, the intervention provider must not minimize the partner's concerns. Her perceptions and intuition regarding the batterer's level of danger may be more accurate than the formal lethality assessment. The provider should refer her to the local victim advocacy program to help her formulate a safety plan.

If the lethality assessment conducted at intake suggests that a batterer is significantly dangerous, then admission to the program should be denied. Early stages of intervention sometimes increase lethality and would therefore increase risk to the victim. Incarceration may be needed to protect the partner or other potential victims in such cases.

If it is determined that the batterer is imminently dangerous, the batterer intervention provider must immediately contact the potential victim and the police. The probation officer should also be informed, since the probation officer may be able to issue a warrant for arrest. The potential victim should be given a clear explanation about why the offender is dangerous. Assistance should be offered to help the potential victim and her children find safe shelter.

Although assessing lethality of batterers is fraught with limits, it is nonetheless essential that a thorough assessment is completed at intake and periodically during intervention. In making this assessment, the following factors may be considered:

- 1. Access to the battered partner**

If the batterer can easily locate the partner, the risk of homicide is greater. If the partner is in a safe shelter where the batterer cannot find her, the immediate risk is lessened; however, the long-term risk may remain. Easy access to children and other family members may present a significant risk, since they can be taken hostage and used as barter to gain access to the partner.

- 2. Prior attempts at homicide or suicide**

The most reliable predictor of future behavior is past behavior. Past suicide or homicide attempts indicate that the batterer is likely to be extremely dangerous.

- 3. Threats of homicide or suicide**

Batterers sometimes communicate their intentions, and threats should not be dismissed as "blowing off steam." The batterer who has threatened to kill himself, his partner, his children, or others is likely to be extremely dangerous. Both recent and past threats should be considered.

- 4. Ideation of homicide or suicide**

If a batterer has developed a homicide or suicide plan, his level of lethality is high. The more specific the plan, the greater the lethality. For example, if the batterer has planned the time, place, and method, the partner is in imminent danger. The extent of homicidal obsession must also be assessed. A batterer who has frequent thoughts of homicide presents a greater risk than someone whose thoughts of homicide are fleeting. In addition to assessing current ideation and plans, past ideation and planning should also be considered.

**5. Access to weapons**

Level of lethality is greater for the batterer who owns weapons or has easy access to weapons. Prior use of weapons increases the chances that weapons will be used again. A threat to use weapons must be taken seriously. Since firearms are the most lethal method, access to firearms greatly increases level of danger.

**6. Degree of "ownership" of the partner and children**

A batterer who believes he is entitled to complete loyalty and treats his partner like an object he owns is likely to believe that the partner has no right to a separate life; he may take her life if he believes separation is likely. "Ownership" of children is also a significant risk factor.

**7. Degree of dependency on the partner**

A batterer who has difficulty staying separated from his partner, and who is overly-dependent on her to meet his needs, may feel isolated and enraged if he starts to believe that she will no longer be available to meet his needs. The adequacy of the batterer's social network should be examined when evaluating this factor; batterers with a meager social network are likely to be overdependent on their partner.

**8. History of episodes of rage**

A batterer who has previously engaged in violent acts while enraged may carry out a homicide when his rage is triggered.

**9. History of depression**

A depressed batterer may become hopeless and conclude that there is no future for him or his partner, and commit homicide and suicide.

**10. Repeated involvement with the criminal justice system**

Past involvement with law enforcement—especially over domestic incidents—suggests a history of violence, and is an indication of a batterer who is at risk of injuring or killing his partner.

**11. Chemical abuse or dependency**

Chemical abuse inhibits judgment and reduces emotional control, resulting in greater levels of rage and greater likelihood of aggressive acts. In particular, abuse of alcohol, amphetamines, PCP or cocaine should be closely scrutinized.

**12. Head Injury**

Individuals with a past head injury may be at a greater risk of violence, depending on the location of the brain trauma. Some organic brain disorders reduce inhibition of aggressive impulses. If a batterer has a head injury, a physician or neurologist should be consulted.

**13. History of sexual abusiveness**

A batterer who has sexually abused his partner or others may view other people as his property, who exist primarily to satisfy his needs. He may believe himself entitled to kill if his partner is perceived as no longer meeting his needs.

**14. Psychotic Disorder**

Batterers who have a psychotic disorder may be at greater risk of committing violent acts, especially if they are delusional and misinterpreting the behavior of others in a paranoid way. Actively psychotic individuals may also have impaired judgment and poor control over impulses.

**15. Level of jealousy**

A batterer who becomes easily jealous is probably insecure and overdependent on his partner. Typically, such jealousy is irrational and without factual basis, but it can still lead to violence. The batterer may react violently toward his partner when he believes others are interested in her, even when she has done nothing to encourage attention from others.

**16. Tendency to blame the partner**

A batterer who frequently blames his partner is unable to hold himself accountable. He may become enraged and dangerous when he believes that serious problems, such as encounters with police, job conflicts, or relationship difficulties, are the partner's fault.

**17. Lack of motivation to stop violent behaviors**

A batterer who lacks motivation to change is less likely to seek help or otherwise take constructive action if homicidal ideation occurs.

**18. Whether the batterer has injured animals or pets**

Batterers who have injured animals or pets are at greater risk of attacking and killing people.

**19. Prior episodes of hostage-taking**

Hostage-taking probably indicates over-dependency, desperation, and loss of hope, making the batterer an increased risk for homicide.

**20. Military Experience**

Batterers with military training or experience may have become desensitized to violence. Some military veterans may suffer from *post-traumatic stress disorder* (PTSD); the symptoms of PTSD can include violent or unpredictable behavior. Military experience may also provide a batterer with an advanced knowledge of lethal weapons.

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## **APPENDIX C. QUALIFICATIONS FOR BATTERER INTERVENTION PROGRAM FACILITATORS**

### **A. The purpose of these recommended qualifications are to:**

1. Promote uniform professional standards of competence and ensure quality psycho-educational intervention with batterers
2. Provide public assurance that providers, supervisors and facilitators are qualified based on a standardized set of criteria

### **B. Prerequisite qualifications for facilitators:**

1. The minimum educational/work experience requirements for facilitators are:
  - Bachelor's degree in social work, psychology, or other counseling field
  - 6 months (minimum of 75 hours) face-to-face contact facilitating or co-facilitating batterers' groups using the power and control model, or two years (300 hours) of face-to-face facilitation or co-facilitation of groups for another type of client population, which requires confrontation (alcohol and drug abuse, sex offenders, career criminals)
2. In lieu of a bachelor's degree, a facilitator must have one year (minimum of 200 hours) supervised face-to-face contact facilitating or co-facilitating batterers' groups using the power and control model; or three years (minimum 600 hours) face-to-face contact facilitating or co-facilitating groups for another type of population that is similar to domestic violence perpetrators
3. All facilitators must meet the following requirements:
  - Satisfy the educational requirements listed in item B1, above
  - 40 hours of training provided by established victim advocacy program
  - 40 hours of approved courses on batterer intervention, which includes:
    - \* Dynamics of domestic violence within the context of the power and control model
    - \* Effects of domestic violence on victims and their children and the critical nature of safety plans
    - \* Historical views and social attitudes toward male dominance, domestic violence, women, and the intergenerational nature of battering
    - \* Recognizing risk factors associated with homicide, suicide, domestic violence, self-mutilation and other violently aggressive behaviors
    - \* The phases of intervention including, *e.g.*, self-generated crises, impasses, plateaus, resistance, and relapse
    - \* Overview of state and federal regulations concerning domestic violence, including the policies affecting treatment of court-ordered program participants, child abuse, divorce and custody
    - \* Diagnosis and treatment of character disorders and Post Traumatic Stress Disorder in battering
    - \* Identification of the different types of batterers, and the implications regarding intervention for each group
    - \* An overview of the effects of childhood trauma, physical, psychological, emotional and sexual abuse, as related to domestic violence
    - \* Multi-cultural aspects of batterer intervention
  - 40 hours of training in basic counseling skills or group work
  - 16 hours of substance abuse training resulting in the ability to recognize and make appropriate referrals
  - 4 hours of grief and loss process
  - 4 hours of training on racism, sexism, homophobia, classism and oppression theory

### **C. Continuing education:**

A minimum of 24 hours of continuing training will be required annually for all qualified facilitators, with 12 hours being specific to domestic violence.

### **D. Qualifications for trainees:**

1. A trainee must work under the direction of a qualified facilitator and his/her supervisor to gain the six months field experience that is required to become a qualified facilitator.
2. Trainees are encouraged, but not required to:
  - Spend twenty hours a week at a batterers' intervention program that meets these standards during the first ninety day period of their apprenticeship

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- Co-facilitate groups with a qualified facilitator for ninety days, under the direction of a qualified facilitator, for a minimum of twenty hours per week

*Experience may be voluntary or part of a university internship program; paid or unpaid, but must be documented by the provider*

- Additional evidence of meeting the other minimum requirements are completing:
  - \* 32 hours of the 40 hours required of approved course work on batterer intervention
  - \* 16 hours of the 40 hours required training on victim issues
  - \* 8 hours of the 16 hours required of training on substance abuse
  - \* 4 hours training on grief and loss issues

**E. Qualifications for batterer intervention program supervisors:**

1. Meet all facilitator education/work experience requirements
2. Any of the following education and experience levels:
  - Master's degree in social work, counseling, or other human services field, plus one year of post graduate (200 hours face-to-face contact) or equivalent experience working with victims and batterers, **OR**
  - Bachelor's degree in social work, counseling, or other human services field, plus two year post-baccalaureate (400 hours face-to-face contact) or equivalent experience working with batterers and victims
  - Three or more years of domestic violence intervention facilitator experience, which may include the following areas:
    - \* Domestic violence training
    - \* Domestic violence program development, implementation, monitoring or evaluation
    - \* Documented research conducted in the field of domestic violence
    - \* Authorship of publications in the field of domestic violence
  - One year management of supervisory experience



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## APPENDIX D. INFORMATION PACKETS FOR BATTERED PARTNERS

The purpose of information packets developed and distributed to partners of men in batterer intervention programs is to increase the safety of the partner, her children and others, and to clearly state that only the perpetrator is responsible for the battering. In order to do so, these packets must include:

1. Intervention program's philosophy and curriculum
2. Information which the partner can expect to receive from the intervention program, and the extent and limitations on confidentiality for batterers
3. A statement that participation in batterer intervention services will not necessarily put an end to the perpetrator's violent and abusive behavior
4. Potential risks she still faces due to the possibility of an escalation of violence or of continued violence when the perpetrator first begins attending the intervention program
5. Steps she can take to increase her safety and that of her children
6. What the woman should expect and/or look out for if her partner is in the program
7. Examples of the types of manipulation that the batterer may attempt, including expecting or demanding changes in her behavior in order to "help" him change
8. Mechanisms by which partners are advised of any risk posed by their partners and by which they can advise the program of an increased level of violence or threats
9. Supportive services offered by local victim advocacy services to partners of men participating in the intervention program

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## **APPENDIX E. GAY AND LESBIAN BATTERING: Considerations for Intervention**

### **A. Status of Gays and Lesbians in this Culture:**

Gays, lesbians and bisexual people in this society are stigmatized, discriminated against, stereotyped and oppressed. Heterosexuality is considered the norm, is promoted publicly, and is enforced in a wide variety of ways. Homosexuality is considered "perverse" or "dangerous," and, by many individuals, is not tolerated. The enforcement of heterosexuality and stigmatizing of homosexuality is called "homophobia." In view of this homophobia, batterer intervention programs and providers must offer a sensitive and appropriate response to gays, lesbians, and bisexuals who seek their services. Batterer intervention services for gays and lesbians should also address homophobia, internalized homophobia, and gay and lesbian oppression.

### **B. Consideration in Gay/Lesbian Battering Situations**

Batterers in gay/lesbian relationships display the same power and control dynamics as in heterosexual relationships. Perpetrators blame the victim, deny or minimize the abuse and resist being accountable for the outcome of that abuse. Victims in these relationships feel isolated and ashamed about the violence, have been forced to take responsibility for much of the abuse, and face many barriers to leaving the relationship. Because of homophobia, gays and lesbians face additional barriers and obstacles in being safe from further abuse and in accessing services for both the victims and the perpetrators. Resource for gays and lesbians are severely limited, and victims may be subject to further abuse when the access to and location of services is known to the perpetrators. These additional barriers include the following:

1. Reasonable fear, if their sexual orientation is revealed, of:
  - Losing custody of children
  - Losing a job or family support
  - Becoming a target for anti-gay/lesbian violence
2. Extremely limited resources for both victims and perpetrators
3. Inappropriate, insensitive, or homophobic responses from service providers or police
4. Further stigmatization because of violence in the relationship
5. Ostracism from a relatively gay/lesbian community for revealing the violence
6. Emotional abuse by the perpetrator which centers on the "perversity" or "badness" of homosexuality
7. Threats by the perpetrator to reveal the sexual orientation of the victim to family, friends, ex-spouse, and/or employer, with implicit loss of support, job, or custody
8. Loyalty to the lesbian or gay community, fear of adding to the existing negative stereotypes about lesbians or gay men
9. Reduced legal resources, depending on county; for example FAPA orders may or may not be issued, mandatory arrest law is not applicable
10. Additional safety issues for victims from a small lesbian or gay community, in which, "everyone knows everyone else"

### **C. Responsibilities of Batterer Intervention Programs**

Because of these additional barriers and the stigmatized status of lesbians, gay men and bisexuals, intervention programs must take additional steps to assure an appropriate response. It is unacceptable for providers or programs to use information about a person's sexual orientation to further stereotype this population, to endanger victims or perpetrators by disclosing this orientation to others, or to minimize or excuse the violence that they have perpetrated or have been subjected to. Batterer intervention providers must actively support services and safety for battered gays and lesbians before they seek to provide services for batterers. Additional steps providers must take in working with gay or lesbian perpetrators or their partners include:

1. Careful assessment to determine if the person in the batterer intervention program is the perpetrator
2. Anti-homophobia training for staff and facilitators, including ability and willingness to interrupt homophobic statements by others in the group
3. Additional training in issues specifically related to the provision of intervention services to gay men or lesbians
4. Specific information about resources available to gay men or lesbians in the local community or throughout the state
5. The inclusion of additional and appropriate psychoeducation for gays and lesbians
6. Additional safety planning/concerns about victims in small communities, where anonymity is not possible or likely, and where resources are limited
7. Assessment of the appropriateness of placing a gay male perpetrator in an existing men's group or a lesbian perpetrator in an existing women's group
8. Support for research on the prevalence of battering in gay or lesbian relationships or appropriate services for victims or for batterers

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## APPENDIX F. CULTURALLY SENSITIVE PRACTICE<sup>1</sup>

To work effectively in the field of batterer intervention, all program personnel must have an understanding of the dynamics of oppression as well as knowledge and sensitivity about cultural differences. The abuse of power in intimate relationships is akin to all other abuses of power in society. The methods by which men control women in the family are similar to the means by which dominant social groups oppress groups with less social power. Examining and understanding these tactics and patterns of domination and subordination will help in understanding the nature of battering.

Batterer intervention personnel must strive to become conscious of their own cultural biases so that they can work effectively with everyone who requires their services. This is done by learning about the real differences in life experience which affect people from cultural backgrounds different than their own, and about the many forms of oppression. Abusive men and battered women come from every conceivable group including: people with disabilities, people from various racial and ethnic backgrounds, seniors, lesbians and gays, people from various social and economic classes, prostituted women, people of various faiths, people with alcohol and drug problems, recent immigrants, and undocumented people. People from all groups deserve respect and an understanding of their particular view of the problem.

Program personnel must recognize the potential importance of a non-dominant community to a battered woman or abusive man. By going outside the community, the battered woman may feel disloyal or believe that she is exposing the community to harm. The community or the abuser may also be suspicious of intervention by institutions associated with the dominant society, often for justifiable reasons.

Efforts within non-dominant groups to address domestic violence should be supported with respect for varying cultural traditions. The safety of battered women must be the primary concern.

Program personnel must be aware of the problems encountered by members of oppressed groups when they go to legal and social systems for help. A perpetrator who is African-American, for example, will probably be punished more harshly than a perpetrator from the dominant group. Likewise, a poor and uneducated man will receive different treatment than a man of higher educational and economic status.

Program personnel should understand that the criminal justice system reflects societal prejudice and bigotry. Individual members of the system have attitudes which are oppressive and the system itself has institutional practices which reinforce that oppression. Intentionally or unintentionally, structures and procedures can be used to perpetuate oppression or to empower persons. Intervention program personnel should assess their institutional practices to determine whether they are oppressive or empowering and, where oppressive, take action to change them.<sup>2</sup> Batterer intervention program owners, staff, and volunteers should:

1. Represent the multiple communities in the service area.
2. Ensure that providers address their own issues of race, class, and gender.
3. Develop a variety of culturally sensitive practices that address the cultural identity of all participants.
4. Acknowledge the well-founded reasons why people of color distrust European-Americans, and recognize and support the special need to build trust.
5. Support collaborative efforts to end racism in the social service setting.
6. Interrupt bigotry when they see it occur. Objections should be stated respectfully, but firmly, in a manner which helps provide the person with the option to change.
7. Be informed about how specific cultures view gender roles and family structure. Know how they respond to sexual assault, domestic violence, and conflict.
8. Be informed about specific cultural strengths such as strong kinship ties and work ethic, adaptability of family roles and egalitarianism, high achievement goals, and strong religious orientation.
9. Maintain a library of information about specific cultures and culturally sensitive modes of service delivery.
10. Assist community-based organizations to develop batterer intervention programs that reflect their cultural strength, and assist community antiviolence projects to incorporate batterer intervention programming.
11. Show videos and provide information from a variety of cultural perspectives. Make sure material produced does not cast only men of color as the perpetrators.

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<sup>1</sup> Parts of Appendix F were adapted and reprinted with permission from "Seeking Justice: Legal Advocacy Principles and Practice," PCADV, based on work by Susan McGee.

<sup>2</sup> One assessment tool is "Indicators of Institutional Racism, Sexism and Classism: Some Suggested Responses," prepared by the Inclusiveness and Justice Standing Committee of the Churches of Christ in the U.S.A., November, 1992.

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12. Use language of diverse groups. Intervention personnel should pay attention to the words a person uses to describe their racial or ethnic background, age, or other characteristics, and use the terms they prefer. At least some staff members should be fluent in languages other than English. Written resources should be available in languages that reflect the linguistic composition of the population as a whole.
  13. Understand the particular cultural/historical moment for batterers of non-dominant cultures and the stress they face in a racist society.
  14. Provide an environment that reflects the existence and contributions of people of color, such as posters depicting men and women in a variety of activities, art, books, and music from a variety of cultures, and signs in multiple languages.

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## APPENDIX G. RESPONSIBILITY PLAN

The *Responsibility Plan* is an integral component of the intervention contract for batterers. It affords the participant an opportunity for healing and restoration because it continues to solidify a commitment to life without violence and gender biased beliefs. The plan should always be evaluated in light of the best interests of the battered partner.

The recommended provisions of a *Responsibility Plan* are detailed in the following example:

1. Make a statement full of accountability for all battering and abusive behavior. Include a complete list of your past violent and abusive behavior that describes physical, verbal, psychological, and sexual abuse in detail.
2. Make a complete list of other ways that you have attempted to control your partner.
3. What were you trying to get from your violent and controlling behaviors?
4. What beliefs of yours supported these actions?
5. What feelings were you having when attempting to control your partner?
6. In what ways did you minimize, rationalize, deny your actions or blame your partner?
7. What was the impact of your actions?
  - On you?
  - On your partner?
  - On others (children, relatives, friends, others)
8. What beliefs and attitudes have you changed? Describe any other changes in the way you now think and feel.
9. What signals have you learned to recognize as warnings that you may become violent or abusive?
10. In what ways do you already avoid being violent, abusive or controlling?
11. How do you intend to stop your own controlling and violent behavior from now on? Be specific.
12. In the event that you were again violent or abusive, what steps would you take to be accountable? What consequences would you be willing to accept?
13. What steps are you taking (or planning to take) to provide for the pain and suffering caused to your partner and others by your past violent and abusive actions? Examples include:
  - Paying all costs arising from the abuse or battering for as long as these occur
  - Acknowledging to your partner, and to the friends and family of your partner, and any significant others, the wrongfulness of your past conduct
  - Wholly accepting responsibility for the impact of your past conduct
  - Withdrawing from your partner's social sphere if your partner has expressed a wish to have no further contact with you, and reestablishing support and community for yourself elsewhere
14. If you are still living with, or in contact with, your partner or your children, describe the positive steps you are taking (or planning to take) to address the long term effects of your abusive actions on your partner, children, or other family members. Be specific. Give at least three examples.

# ADDENDUM I - REPORT OF THE MENTAL HEALTH WORK GROUP

Enhancing Mental Health Professionals' Knowledge and Skills in Domestic Violence

## I. Introduction

In a year-long study, the Mental Health Work Group of the Oregon Domestic Violence Council identified curricular offerings about domestic violence in the state schools for psychology, social work, professional counseling, and nursing. The group found that there are few offerings in any of the disciplines, with more offered in the past five years than previously. Therefore, professionals who are recent graduates have better formal preparation than those who graduated over five years ago. There are many continuing education offerings; however, the work group has not been able to identify to what extent practicing mental health professionals have attended or participated in such offerings, or to what extent the offerings were helpful.

In a 1992 study<sup>1</sup> conducted in Oregon with dentists, dental hygienists, nurses, psychologists, and physicians, the researchers (Tilden, Schmidt, LiMandri, Chiodo, Garland, Loveless, 1994) found that these professions had the greatest amount of training (both formal and continuing education) in child abuse with much less in elder abuse and the least amount in domestic violence. Their knowledge centered mostly on reporting requirements and physical and behavioral indicators of abuse. The least amount of content in the offerings was on intervention strategies for helping families experiencing any kind of violence.

## I. Assumptions

Although the Tilden, et al. study did not specifically focus on mental health professionals, the findings apply to this particular group as well. Without an updated survey, this work group assumes the findings would be similar. Therefore, the work group identified the following assumptions derived from its investigations over the previous year:

1. *Curricula in graduate programs for psychologists, psychiatrists, social workers, professional counselors, and psychiatric-mental health nurse practitioners are not adequate in preparing these professionals to deal with domestic violence situations among clients in a primary, secondary, or tertiary way.*
2. *Continuing education offerings to these same disciplines are also not adequate in amount, content, or distribution around the state to meet the needs of upgrading practicing mental health professionals in assessing or intervening in domestic violence situations.*

<sup>1</sup> Tilden, V.P.; Schmidt, T.A.; LiMandri, B.J.; Chiodo, G.I.; Garland, M.J.; and Loveless, P.A., "Factors that Influence Clinicians' Assessment and Management of Family Violence." *American Journal of Public Health*, 84, 628-633, 1994.

## II. Proposal

### A. Problem Statement

The work group members conducted a literature search and interviewed program directors, deans, curricular committee members, and graduates. To provide competent and sufficient services to those experiencing domestic violence, mental health professionals in Oregon need an organized training program of continuing education that focuses on assessment, intervention, referral, and follow-up with women who have experienced domestic violence. This training should be offered state-wide with particular attention to the specific needs of different communities (e.g., urban, rural, suburban, and coastal community needs). The training offerings should be available in different blocks of time (i.e., two hours, four hours, full day, two days) to meet different needs of the professional community. Similarly, the offerings should span at least three levels of competency: first-line basic knowledge every health care worker should know; more advanced knowledge primary care and mental health professionals should know; and advanced specialty knowledge that a professional who focuses on domestic violence should know.

Training offerings must be carefully developed and packaged to be time efficient and make the best use of the local resources. Therefore, a mental health professional and a domestic violence community worker would work collaboratively in developing and administering a statewide program through the pilot first year of implementation.

### B. Method

The ideal would be a two-pronged approach with the possibility of phasing in at different times, depending on the available resources. The first prong is most urgent and within immediate funding possibilities.

The first prong would focus on updating mental health professionals' knowledge with a simultaneous study of what they currently know (before training). It would include a post-test immediately after training and a six-month follow-up.

The second prong would study mental health treatment of abused women, with a focus on developing specific skills to facilitate their recovery, (e.g., abused woman's self-efficacy in managing self and children, intimate relationship skills, help-seeking skills).

The Mental Health Work Group is prepared to begin with the first prong and recommends that the Council consider how the second might be phased in. The work group requests that the Council assist in finding a source of funding for the different prongs and facilitate (through technical and secretarial support) development of the grant proposal.

### C. Funding Needs

The work group envisions three possible levels of implementation with different funding needs for the first prong, or phase. The most immediate, simplest, and least expensive is to gather supportive data for the assumption that practicing mental health professionals need more training. This would call for approximately \$2,500 for a mail survey to a random sample of mental health professionals (psychologists, psychiatrists, social workers, professional counselors, and psychiatric-mental health nurse practitioners) throughout the state. The work group developed a survey form and mailing lists to implement this project, but did not have the financial resources to carry it out. This would be a minimal project and would produce minimal results, focused on the data the group believes it can safely assume.

A second level might follow-up on the above survey, or use the previously mentioned Oregon study for its base. At this level, the work group would offer a half-day conference to address knowledge and skill deficits in assessment, intervention, and follow-up in domestic violence. If the conference were offered through teleconference technology (e.g., Ed-Net), the work group estimates an expense of at least \$5,000. An alternate technology would be to offer the same conference at one central location for much less cost but also with much less likely participation and therefore less effectiveness. The work group members' experience is that not all the disciplines would attend a single multi-disciplinary conference because their continuing education needs vary too widely. For example, psychiatrists would need a physician on the program and the Oregon Medical Association would need to approve the curriculum. It is likely the work group would need to develop more than one program for the different disciplines, thus expanding the cost. If offered over Ed-Net, however, the program could be videotaped, with the tape having a longer-lived utility.

The third level would be the most effective. This would entail hiring a part-time, mental health professional as a consultant to plan, develop, implement, and follow-up a training program. The consultant would work collaboratively with one or more domestic violence community workers in the state. The consultant would be responsible for preparing and organizing several on-site workshops that focus on the needs of the specific community. The community worker would collaborate in the site organization and presentation. The consultant would develop, in collaboration with the Oregon Coalition Against Domestic and Sexual Violence, different curricular packages that have flexibility to accommodate particular regional needs. The work group developed a rough estimate of between \$7,700 and \$13,650 plus conference expenses (e.g., site rental, hotel and meals for presenters, etc.). Specific costs include a \$350/day consultant fee for between 10-15 days' preparation and \$1,050 to \$4,200 each for the consultant and the community worker presentation fees. The conferences could be at three sites

for two days each (e.g., half day for each of four disciplines) or six sites for one day each. The conferences and times can be designed more specifically based upon grant proposal criteria.

The second prong, or phase, would study the effectiveness of treatment by mental health professionals of abused women, a with focus on developing specific skills to facilitate their recovery. Costs would be highly dependent on the intervention study. The work group anticipates at least \$75,000 for a single site, simplified, three-month intervention study. This figure is based on a research proposal developed by one of the work group members and which was approved but not funded. The proposal is currently under revision.

Intervention studies are highly valued because they provide more specific direction for mental health professionals and are seen as the gold standard for managed care and insurance coverage for services. Intervention studies, however, require much more expertise in research and the work group does not believe that it can provide the time and energy needed at this point. The work group recommends that the Council publicly support such endeavors.

### III. Conclusion

The Mental Health Work Group believes that the next priority for the Council should be in upgrading the knowledge and skills of mental health professionals throughout the state in working with domestic violence. The work group has identified that such a need is apparent. The group also believes that improving knowledge will permit mental health professionals to work more collaboratively with domestic violence community workers in providing more extensive primary, secondary, and tertiary prevention of domestic violence. That is, such professionals can decrease the occurrence of domestic violence, decrease the serious effects when it does occur, and prevent long-term consequences of domestic violence to women and their children. The work group's year-long study led its members to believe that this goal can be most effectively achieved by developing an organized and well-articulated program for continuing education for each of the mental health professions throughout the state. At the very least the work group requests that the Council publicly request all colleges and universities in the State of Oregon adopt curricular offerings regarding domestic violence in their formal programs.

The work group recommends that the Council encourage each of the mental health professions to develop continuing education offerings for their clinicians. An outline of minimum educational requirements for mental health providers is attached.

The Mental Health Work Group requests the Council to review this proposal and advise the group how to proceed. The work group is prepared and committed to proceed at whatever level the Council supports.

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## **IV. Curriculum Outline — Mental Health Professions**

### **I. Domestic Violence Basics**

- A. Causes
- B. Course
- C. Dynamics
- D. Consequences
- E. Coordinated community response

### **II. Crisis Intervention**

- A. Identification of domestic violence
- B. Short-term intervention priorities
- C. Safety planning
- D. Community resources coordination
- E. Legal and law enforcement considerations

### **III. Counseling intervention**

- A. Assessment
  - 1. Identification of domestic violence
  - 2. Diagnostic pathways
  - 3. Appropriate use of diagnoses
- B. Safety planning
- C. Intermittent crisis management
- D. Battered women's intervention
  - 1. Course of events
  - 2. Identification of interacting issues and responses
- E. Children's intervention—Adult witnesses of domestic violence
- F. Offender/batterer intervention
- G. Therapy guidelines
  - 1. Couples therapy
  - 2. Therapy goals
  - 3. Use of community resources
- H. Psychological evaluation

### **IV. Expert witness testimony**

- A. Guidelines for testimony
- B. Preparation
- C. Ethics

## **Mental Health Work Group Recommendations**

1. The priority is to upgrade knowledge and skills of mental health professionals
2. Develop a program for continuing education for each mental health profession throughout the state
3. Publicly request colleges and universities to adopt curricular offerings regarding domestic violence in their formal programs
4. Publicly request mental health professions to provide domestic violence continuing education offerings for their clinicians
5. Provide training for mental health practitioners
6. Develop and execute research documenting the effectiveness of training
7. Research the effectiveness of intervention



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# ADDENDUM II - STATUS REPORT ON RESOURCES, NEEDS AND SAFETY FOR BATTERED WOMEN

## Committee Members:

### Co-Chairs

Chiquita Rollins, *Multnomah County Domestic Violence Council Coordinator*

Doreen Binder, *Deputy Director, Transition Projects, Inc.*

Eileen Brennan, *Consultant/Grant Evaluator, Portland State University*

Chris Sielicky, *Attorney, Marion County Legal Aid*

### With Special Thanks To:

Kathy Mai, *International Refugee Center of Oregon*

Amazonas Olivella, *OCADSV Women of Color Caucus Coordinator*

Gayle Waiwaiole, *Child Welfare Partnership*

Bonnie Braeutigam, *State Services for Children and Families*

## Introduction

Domestic violence is an overwhelming problem in the United States and in Oregon. The United States Federal Bureau of Investigation estimates that a woman is beaten by an intimate partner every 15 seconds. The true incidence of domestic violence in Oregon is unknown; however, since 1991, there have been 127 people (men, women and children) killed in domestic violence incidents, and every day, crisis lines around the state receive 90 calls reporting domestic violence. For the past twenty years, the Battered Women's Movement in Oregon has worked with other partners to end violence against women through all options of social service and social change. This Oregon Domestic Violence Council, *Status Report on Resources, Needs and Safety for Battered Women*, is an outgrowth of the work of the Battered Women's Movement and its partners.

## HISTORY AND PURPOSE OF NEEDS ASSESSMENT/SAFETY PLANNING COMMITTEE

One of the primary goals of the Oregon Domestic Violence Council was to provide a statewide needs assessment and safety plan. The Needs Assessment/Safety Planning Committee gathered information in a variety of ways. A series of surveys were sent to all member programs of the Oregon Coalition Against Domestic and Sexual Violence (OCADSV), to members of the State and local domestic violence councils, to Adult and Family Services managers, to other groups around the state who work with battered women, especially those working with communities of color, and to survivors. The surveys were

based on one developed by Eileen Brennan<sup>1</sup> to send to representatives of the local domestic violence councils. The surveys asked questions about the availability of a wide range of services for victims of domestic violence. In all, almost 200 surveys were returned and analyzed. The survey data are reported in three categories: Local Council Representatives, Service Providers, and Survivors. When there was a statistically significant difference in responses from various areas of the state, a range of responses is noted for Service Providers. In addition, information was gathered from the Oregon Law Enforcement Data System, the State Office for Services to Children and Families, census information, and the Oregon Benchmarks. A complete set of survey results is available from Chiquita Rollins, Multnomah County Domestic Violence Coordinator, (503) 248-3691 Ext. 7806.

It was not the role of this sub-committee to mandate or direct communities to take particular actions. Instead, it sought to gather information about current availability and adequacy of services, to provide a framework for discussion about what is needed to provide safety to women who are battered, and to provide some additional demographic information so that communities can make their own plans and to assess their own needs. By so doing, the sub-committee hoped to make this report applicable and useful to communities of all sizes, locations, compositions, and cohesiveness.

### Community Safety Plan:

It is our vision that all women, including women of color, women with disabilities, and lesbians, who are or have been battered will:

- have access to immediate intervention and safety;
- have the social and economic supports to build autonomous lives free of violence;
- see justice as society holds the perpetrator accountable for his actions; and
- be restored, as much as possible, to their former life, including physical and mental health, friends, family, economic stability, work, and children.

It is our vision that all perpetrators will:

- stop inflicting violence and abuse on their intimate partners or any other woman or child;
- be accountable for their past acts of violence and abuse and will seek to provide restitution in terms of economic and social support; and
- give up their beliefs that they are entitled to their partner's obedience, compliance, presence, sexuality, or care, and that they are entitled to use violence or abuse to enforce their desires.

<sup>1</sup> Eileen Brennan is a researcher at the Regional Research Institute, Portland State University.

It is our vision that all segments of the community will:

- have a standard of "zero tolerance" to domestic violence, and provide a consistent message that this violence is not acceptable behavior;
- insist that law enforcement and the criminal justice system respond swiftly and effectively to intervene in crimes committed against intimate partners;
- support and honor women who have been battered or are in the process of building lives for themselves and their children that are free from violence.

The Oregon Coalition Against Domestic and Sexual Violence, which is made up of thirty-three member programs, has been at the forefront of making this vision a reality. Because of their efforts, together with partners, they provide victim advocacy programs throughout the state, have been a force for a change in social conditions that perpetuate domestic violence, and have developed and lobbied for the Family Abuse Prevention Act and other legislation to assist battered women.

#### **Recommendation:**

#### **Implementation of a Coordinated Response to Domestic Violence**

- Federal, State and local government funding, as well as private foundations and businesses should provide adequate funding to implement a coordinated, community-wide response, with full funding for services to women who have been battered to assure that they are safe and have the social supports to build autonomous lives free of violence.

## **DATA ON DOMESTIC VIOLENCE INCIDENTS AND INTERVENTIONS**

It is clear that statistics about domestic violence incidents and interventions are scanty, difficult to get, and usually an underestimation of the amount and severity of domestic violence in the State. All data in this report is the most accurate available, but only give an approximation of the problem in Oregon. It is particularly important to remember that all census data underestimate the population of people of color, especially new immigrants; the number of crisis calls; women sheltered or other services by domestic violence programs is less than the real number; and LEDS and homicide data reflect a minimum number of incidents of domestic violence. Data that specifically addresses the needs women of color, women with disabilities and lesbians are particularly difficult to obtain.

## **CRISIS INTERVENTION**

Women who are being battered may seek immediate safety and crisis intervention from a variety of sources, including battered women's advocacy programs, 911, police, emergency rooms, or neighbors. In each case, the goals of intervention must be to provide immediate safety for her and her children, and to provide her with tools to seek longer term solutions.

### **Crisis Lines:**

Entry into battered women's advocacy services or shelters is most often through a 24-hour crisis line. Currently in Oregon there are 33 twenty-four hour crisis lines and eleven toll-free 800 numbers. There is one Spanish language 1-800 crisis line, which provides service for four hours a day. These crisis lines receive almost 104,000 calls annually; 69,000 of those calls relate to domestic violence. Responses to surveys indicate that crisis lines are generally available and adequate. 69.3% (9) of Local Council Representatives and 74.8% (107) of Service Providers indicated that crisis lines were available and adequate; 54.3% (19) of survivors indicated that the crisis lines were used and helpful.

### **Recommendations:**

- Priority should be set for establishing a statewide, well advertised, multilingual, 800 number for women who have concerns about confidentiality. The statewide crisis line should have the capacity for "patching" calls through to local agencies, with translators available.
- Persons who answer these 24-hour crisis lines should be well trained in domestic violence and crisis intervention, have significant knowledge of local and statewide resources, and an understanding of legal and medical issues. There should be direct line coverage as opposed to a go-between such as an answering service, and a translator should be available at least on an on-call basis or through The AT&T Language Line. Volunteers or staff who answer the line should receive at least 24 hours of training on domestic violence and sexual assault and available resources.
- 911 operators and other (non-domestic violence) crisis line workers should receive at least eight hours of training in domestic violence and appropriate intervention and referrals.
- Telecommunications companies should conduct semi-annual training sessions for the benefit of domestic violence agency staff and furnish informational brochures to them to describe the risks certain telecommunications services pose to women who need to keep their location confidential. They should educate domestic violence staff on how to use per-line, per-call blocking and translation services for hearing impaired and non-English speakers.
- Telecommunications companies should keep domestic violence programs informed of new services as they are proposed which could endanger a battered woman. Representatives from domestic violence programs should be invited to meet on a regular basis with telecommunications companies and evaluate emerging technologies in terms of their safety impacts on domestic violence victims and law enforcement.
- Law enforcement, the courts and court clerks should include information about crisis lines, Caller ID features, and call blocking in the information that they distribute to victims of domestic violence. All information should be available in languages other than English.

- Each telephone directory should clearly and prominently list the number for the local domestic violence agency. The number for the "Domestic Violence Shelter and Hotline" should be mentioned under multiple listings: women; children; elderly; disabled; domestic violence; battered women and abuse. It should be visible enough that a woman in crisis may easily find the emergency number.

## TRANSPORTATION

Transportation from danger to safety is an essential part of providing immediate intervention, and may include transportation to an emergency shelter, to family, friends, or other safe location, including those out-of-town or out-of-state. Local travel, in both urban and rural areas, can be problematic because of the need for confidentiality and safety. Transportation may be provided by volunteers, by public transportation, or in some communities, by police or law enforcement units. Domestic violence programs are currently providing over 2,400 trips from danger to safety; however, survey results indicate that there is a need for increased availability of transportation. 69.2% (9) of Local Council Representatives and 49.7% (71) of Service Providers indicated that transportation is available, but not adequate. The responses from Service Providers varied from 25% to 71% depending on the region.

### *Recommendations:*

- Law enforcement jurisdictions have a transportation or "stand by" policy that assures women can receive appropriate transportation from danger to safety in some situations. These policies must be developed in conjunction with local battered women's advocacy programs.
- Funding should exist to provide women escaping violence with long distance transportation. Long distance carriers, such as Greyhound and airlines, should discount tickets up to 25% for battered women fleeing abuse.

## EMERGENCY HOUSING

Battered women and their children must have safe, available, appropriate and culturally-sensitive emergency housing. Almost 70,000 nights of emergency housing is currently provided to over 6,000 women and children at emergency shelters, Safe Home Networks, or space at motels.

Nine domestic violence agencies are currently providing safe homes to victims in their community; seven of these also provide safe housing through motels. Nine other domestic violence agencies also provide safe housing through motels. These programs provide approximately 70 beds in safe homes plus a number of motel sites throughout the state. These programs also generally provide other support services in another location, including support groups, case management, advocacy, and children's programming.

There are 19 domestic violence shelters with 339 beds

available currently operating in Oregon. Shelters provide a variety of services to victims and their children including: information and referral; counseling/support groups; case management; child care/children's groups; victim/court advocacy; transportation; translation; advocacy for housing; job training; and financial support. A recent trend in shelter facilities has been to accommodate women with disabilities. In addition, a growing number of shelters have some bilingual, bicultural staffing or programs, but there is still a need to provide these to a wider range of communities.

Shelter programs throughout the state report that in the first six months of 1995, they turned away over 14,000 women and children seeking shelter. Although, it is difficult to determine the number of repeat callers in this population; it is clear that adequate emergency shelter space is not available. Survey results support this conclusion. In evaluating safe homes, 46.2% (6) of Local Council Representatives and 38.7% (55) of Service Providers marked "available, not adequate"; for emergency shelters, 38.5% (5) of Local Council Representatives and 52.4% (77) of Service Providers marked "available, not adequate."

It is important that all forms of emergency housing represent safety for all women and children. This may be particularly problematic for families who do not speak English, or come from a non-European-American culture, have disabilities, or are lesbians. Availability of emergency housing specifically for these families is almost nonexistent, and programs throughout the state continue to develop appropriate housing and support for these populations.

### *Funding for Emergency Shelters for Victims:*

Despite the fact that domestic violence has been designated an urgent benchmark by the State and some local governments, domestic violence victim advocacy programs remain underfunded throughout the State. This inadequate funding base is reflected in the low wages offered by domestic violence programs, by the understaffing of many programs, and by the number of women and children turned away from shelter each year (see above).

Funding for emergency shelters, safe homes, and vouchers for motels and associated services (crisis lines, transportation, legal advocacy, support groups, case management) come from a variety of sources. In 1994-95, approximately \$4.5 million was spent on providing emergency services only. Of this total, a little less than a quarter (21.6%) is provided by the Federal government through a variety of programs (Victims of Crime Assistance, antipoverty funds, Housing and Urban Development, Family Violence Prevention). Although, this will be increased in 1995-96 and 1996-97 by funds from the Violence Against Women Act; programs around the state will be losing close to \$1,000,000 in HUD/McKinney, Byrne and other Federal funds. For several years, the State of Oregon has provided less than 10% of total funding through the Marriage License Tax. In 1995-96, the State doubled its funding amount by the addition of approximately \$500,000 annually from Unitary Crime Assessment funds.

## Safe Homes

### *Recommendations:*

- Every attempt should be made to have safe-homes representative of the cultural diversity of the community and the needs of the battered woman and her child(ren). Bilingual safe homes should be made a priority.
- All safe home providers must be trained on anti-racism and oppression issues.
- All safe home providers must complete all agency and state training requirements prior to sheltering battered women and children, and be evaluated for prior criminal activity through LEDS before being accepted for training. Providers should have access to the twenty-four hour crisis line, and should know all resources in the community, emergency and otherwise.

## Shelters

### *Recommendations:*

- The state should determine and provide adequate funding for services for battered women and children served by domestic violence shelters/agencies so that no victim is denied protection, advocacy, and support.
- Create shelter space for mothers with sons over the age of thirteen.
- Emergency housing (additional bed space) for women in recovery, with support services for both domestic violence and drug and alcohol treatment.
- Domestic violence shelters should implement a screening protocol for children entering shelter in order to determine the child's needs.
- Develop at least one shelter which specifically addresses the needs and culture of Spanish-speaking women. This shelter would most appropriately be placed in an area of relatively high proportion of Latinas.
- Services in shelter should be provided in a culturally relevant manner, by staff who are bilingual and with informational materials which are bilingual and culturally relevant. Staff for domestic violence shelters/agencies should employ or have access to personnel who represent the cultural diversity of the community.
- Shelter staff should be trained to work with women with a variety of disabilities and should be well aware of other community resources for women with disabilities.
- All domestic violence shelters/agencies should work in cooperation with Aging Services to serve as liaisons to the courts and community service agencies in order to protect elder victims of domestic violence.
- All staff and volunteers at agencies which provide emergency housing to victims of domestic violence should receive at least 24 hours of training, which includes anti-racism, anti-homophobia, sexual assault, domestic

violence, laws and procedures of courts, law enforcement in the area, prostitution, and children's issues.

## MEDICAL CARE

Health care providers at times may be the first and only possible point of intervention for battered women. Almost 50% (15) of survivors indicated that they had used medical or hospital advocacy services, and found them helpful; 38% indicated that such services were available, but not used. Currently, we have no local or statewide statistics on the number of women who seek treatment for injuries due to domestic violence. However, several hospitals have developed protocols or presented trainings for staff on assessment, intervention and documentation of domestic violence. The Oregon Medical Association has recently completed a guide for identification of domestic violence, and has for several years produced wallet-sized cards for each Region, with the phone numbers of local domestic violence agencies to be handed out to possible victims.

The availability of advocacy for women in medical or hospital settings varies around the state. Clearly, whether such advocacy or support is provided by victim advocate programs or by the hospital or clinic, this is an important time for sensitive, appropriate intervention, which is not occurring in many places in the state. Of survey respondents from Local Councils, only 7.7% (1) indicated that this advocacy was "available and adequate;" 37.6% (53) of Service Providers agreed. The adequacy of this advocacy varied throughout the state with responses varying from 12% to 66%.

### *Recommendations:*

- Battered women who seek medical care for injuries due to domestic violence should receive support and information from either domestic violence advocates or trained hospital personnel.
- Create an emergency room data system to collect information on domestic violence injuries throughout the community.
- Local doctors, clinics and hospitals must work hand in hand with shelters and domestic violence agencies in assisting and advocating for battered women and their children.
- Medical and health professionals should lend her or his professional, emotional, and financial support to the resources for battered women in the local community, and be an advocate for positive change.
- Domestic violence agencies or other trained battered women's advocates (hospital, social worker, etc.) should be notified when it is suspected that a battered woman has presented at the hospital, including cases of attempted suicide. Shelter information should be readily available and prominent in all emergency rooms and doctors' offices throughout the state. This information must be bilingual and represent the cultural diversity of the community.
- Hospitals should have written protocols on how to deal with

abusive partners to assure the safety of victims and staff, and to provide a safe environment for victims to disclose.

- Special needs for the elder victim of domestic violence must be addressed in all medical settings.
- It is essential that all health care professionals be trained as to specific screening tools needed, appropriate interviewing techniques, and referral and discharge planning. When family violence cases are identified, health care professionals should have an established policy and plan of action for assisting the battered woman. This should include written documentation in all medical and health records of frequency of the abuse, and should include photographs when appropriate.
- EMTs should be trained on domestic violence issues and should evaluate cases to assure that victims receive optimum services including referrals to trauma units.

## LAW ENFORCEMENT

### *General Recommendations:*

- All law enforcement and criminal justice agencies (police, sheriff, prosecutors, public defenders, community corrections) participate fully in a coordinating council to develop a more effective community response to domestic violence.
- Each community should develop a court watch program that monitors actions in the courtroom by judges, prosecutors, defense attorneys, juries, and police officers who testify.
- Communities should develop a homicide or fatality review process in order develop more effective policies, to reduce homicides due to domestic violence, and provide information about when lethality is most likely.
- All domestic violence trainers must understand the dynamics of the group and the personal issues which may arise during the training.
- All agencies (law enforcement, criminal justice, probation, and parole) should develop intervention programs for employees who batter, including disciplinary policies and reeducation programs. In addition, they should assure that the battered spouse or partners of employees have a means of seeking legal redress, free from retaliation or further abuse.

### *Police:*

When law enforcement officers arrest a perpetrator of domestic violence, they send a clear message to the public, the victim, and the offender that this crime will not be tolerated. Law enforcement, along with others in the criminal justice system, can do much to change the mistaken idea that domestic violence is not a serious crime (*see Law Enforcement Protocol*).

According to data from Multnomah County, domestic violence crimes against persons make up approximately 25% of all crimes against persons (4,476 out of 18,531 crimes

reported to LEDS in 1994). Statewide LEDS data from January, 1991 through June, 1995 indicate that domestic violence accounts for at least 20% of the homicides, and that 20% of those domestic violence homicides involved suicide by the perpetrator following the homicide (murder/suicide). *See the Report of The Data and Research Work Group, appended to this Handbook, for additional information.*

Survey results indicate that there is a concern statewide that police services are available, but not adequate. Among Local Council Representatives, 53.8% (7) indicated that police services were "available, not adequate;" 43.3% (61) of Service Providers agreed. The frequency of this response among Service Providers varied from 25% to 57%, depending on the region of the state. Among survivors that responded to the survey, 21.9% (7) indicated that police services were "used, but not helpful." It is important to note that 56.3% (18) of survivors indicated that they had used police services, and found them helpful. This indicates the importance of an appropriate, effective response by police.

### *Recommendations:*

- All law enforcement agencies should, depending on the size of the jurisdiction, identify officers, or a team of officers, as a "domestic violence unit" that is specially trained to deal with the complexities of a domestic violence case. It is recommended that the size of the unit be established by one officer per 1000 calls to 911. Small agencies without the resources to accomplish this are encouraged to use domestic violence victim advocates or collaborate with other local law enforcement agencies to identify an expert or liaison for the region.
- Law enforcement should work directly with local domestic violence agencies to assure a coordinated response and to respond to concerns of battered women regarding law enforcement actions. Law enforcement agencies should distribute copies of any domestic violence-related materials produced by them to the domestic violence agencies.
- Victim advocates should be available to make contact with victims within 24 hours of a police report. It is recommended that initial police reports be sent to domestic violence victim advocates, State Office for Services to Children and Families (SCF) and Aging Services so intervention may take place. Law enforcement agencies should publicly support and lobby for funding for victim advocates to be made available for this contact.
- All information must be bilingual and culturally sensitive. Each department should make every attempt at having staff represent the cultural diversity of the community by being bilingual and bicultural.
- Police chiefs and sheriffs should reinforce mandatory arrest policies and monitor compliance so that, if necessary, the agency can make changes to ensure compliance.
- Local law enforcement agencies should more broadly disseminate the legislative and legal updates (including

training to local law enforcement agencies regarding new law, rules and regulations) which is prepared by the Oregon State Police, as this information does not necessarily reach middle management and field officers.

- BPSST and the domestic violence agencies should develop a basic set of materials to ensure that officers receive quality materials on the subject of domestic violence, for both training and retraining, and develop and adopt a 40-hour specialized training program on domestic violence for all new recruits, plus an additional 10 hours annually.
- Training of law enforcement must include cultural sensitivity, anti-racism, oppression training, and special needs of the elderly and disabled.
- Develop means of reporting survivors' concerns about police reaction without the need for a formal grievance process that reveals the survivor's identity or to involve her in administrative hearings. These reports would then be used to develop policies or training, or to pinpoint cases, jurisdictions, or shifts that need further monitoring.

### ***Prosecutors:***

An effective criminal justice system response to domestic violence requires unqualified acceptance by prosecutors that domestic violence is a crime committed against the victim and the state, and deserves aggressive prosecution and appropriate punishment. In addition, aggressive prosecution, even in cases in which the victim cannot participate, sends a clear message that the community does not tolerate domestic violence, and may provide a measure of safety from retaliation for the victim.

Several model domestic violence units have been developed in Oregon and throughout the United States. These units are composed of specially trained prosecutors, victim/witness personnel, and other staff, and can often more effectively bring perpetrators to court or to a plea agreement. Procedures or policies which increase effectiveness of prosecution are "vertical prosecution" (one prosecutor handles each case from beginning to end), personal contact with the victim, minimal delays in trials, prosecution without requiring the victim to participate or to "press charges," child care available at the courthouse, ongoing relationship with local domestic violence programs and the presence of victim advocates in the courtroom. Diversion or deferred sentencing programs, which include batterer intervention, are available in a few counties; however, such programs need to be evaluated and to provide assurances they are not used in place of time in jail. Both Local Council representatives and service providers indicated that there is a need for appropriate batterer intervention programs (only 15.4% and 18.9%, respectively, indicated that this program is "available and adequate"). In some areas of the state, there is no adequate program available.

### ***Recommendations:***

- Each jurisdiction, regardless of size, should develop a specialized domestic violence prosecution unit, and assure vertical prosecution.
- District attorneys offices can function more effectively if there are uniform policies and procedures for deciding when and how to prosecute domestic violence crimes. Central to all decision making is that the responsibility for the prosecution of a case must rest with the prosecution and not the victim.
- A thorough investigation by law enforcement can allow prosecutors to proceed with cases without the victim's consent. By developing other forms of evidence, a skilled attorney can prove the cases without the benefit of victim testimony.
- Prosecutors' offices should provide mandatory domestic violence training for all attorneys and staff who are responsible for handling domestic violence cases. This training should include an initial 20 hours and 8 hours of training annually.
- Prosecutors will aggressively prosecute all violations of FAPA, Elder Abuse and Stalking orders.
- Prosecutors will be trained on cultural sensitivity, anti-racism, anti-oppression training and special needs of elderly and disabled. District Attorneys' offices will review existing policies to assure that they do not contribute to the overrepresentation of persons of color in the criminal justice system.
- Offices should use specially trained victim/witness coordinators to assist victims of domestic violence as well as aid prosecution. Victim/witness advocates from domestic violence agencies should be available to prosecutors' offices to assist domestic violence victims with their cases.
- Prosecutors should take an active role in community efforts such as domestic violence task forces and coordinate with local domestic violence agencies to ensure victim access to available services in the community.
- Prosecutors should minimize the number and length of continuances to increase the likelihood of conviction and decrease the opportunity for the defendant to pressure the victim or commit any subsequent violent acts.
- Prosecutors' offices should enforce compliance with every no contact order, including those barring by mail, through intermediaries or family, or by phone, except through court appearance, attorney, or court order. Violations of the no contact order should be brought to the attention of the judge for modification or revocation of pretrial release.
- District Attorneys' offices should gather statistics on the number of domestic violence reports received, cases issued, their disposition (guilty, plea, etc.) and sentences. It is particularly important that these statistics show a comparison to other crimes.

## CIVIL AND CRIMINAL LAWYERS

### **Recommendations:**

- The Oregon Bar Association should create a special committee on domestic violence to educate the Bar's membership.
- The Bar should ensure that continuing legal education on domestic violence is available for all members of the Bar, and incorporate domestic violence issues into interdisciplinary continuing legal education seminars, such as immigration and public interest law.
- The Bar should require that training in domestic violence be mandatory for attorney certification in family and criminal law.
- The Bar should initiate efforts to assist victims of domestic violence in obtaining legal assistance. This should include developing videotapes, brochures, posters, and public service announcements on domestic violence for the public on how to access the legal system.
- The Bar should encourage the local pro bono committees to respond to the needs of victims of domestic violence for legal assistance.

### **The Judiciary:**

Without wholehearted participation by Judges and the court system, a coordinated, community response will not be successful. Judges in their rulings and demeanor must consider many issues, including protecting the abused woman and her children, and holding the perpetrator accountable, while fostering rehabilitation, victim restitution, public welfare and the rights of the accused. In addition, Judges' participation and leadership in a local domestic violence council is critical (*see the Courts and Court Procedures Protocol*).

The Courts have influence in several areas of services to victims. These include FAPA restraining orders, family court or domestic relations cases (divorce, visitation, child support), juvenile court, and criminal adjudication. Table A - 1 (*see below*) shows the number and percentage of survey respondents that indicated that a particular service was "available, not adequate" and "not available" (Local Councils and Service Providers) or "used, not helpful" and "not available" (Survivors).

Clearly, restraining orders are an important and useful tool to survivors who seek them: 59.4% (19) of those returning the survey indicated that they had used them and found them "helpful;" only 3.1% (1) indicated they were not helpful. Courtwatch, legal advocacy, the existence and adequacy of family court and supervised visitation for children are areas that need to be addressed. Of particular concern is supervised visitation, because unsupervised visitation may provide the batterer with the opportunity to abuse, or even murder, his ex-partner, sometimes in front of the children.

### **Overrepresentation of People of Color in the Judicial System:**

Abuse against women is present in all cultures, religions, socioeconomic classes, sexual orientations, ages, localities, and professions. We clearly understand that no one class or category of women is excluded from possible abuse nor men from being the abuser, that all women need equal protection from abusers, and that all men deserve fair and equal enforcement of the current domestic violence laws, procedures and policies. The *Report of the Oregon Supreme Court Task Force on Racial/Ethnic Issues in the Judicial System*, May, 1994, and a recent study by Laura Hickman,<sup>1</sup> suggested that men of color are more likely to be in prison than are European-American men. It is necessary to address these issues in community planning, policies, trainings, and evaluation of and response to domestic violence.

	Local Councils	Service Providers	Survivors
FAPA TRO	NA	NA	1, 3.1%
Family Court	8, 61.6%	55, 39.0% (Range 8%-54%)	1, 3.6%
Juvenile Court	4, 30.8%	41, 29.0%	1, 3.8%
Supervised Visitation	11, 84.7%	72, 50.4%	2, 7.4%
Legal Advocacy	7, 53.9%	75, 53.2%	4, 12.9%

<sup>1</sup>The impact of Intimate Victim-Offender Relationship on Sentencing in Felony Assault Cases, Laura J. Hickman. Prepared for the Oregon Department of Corrections, August 1995.

### **Recommendations:**

- Judges must become educated about the harmful effects of gender bias and prejudice in court proceedings and judicial decisions.
- Judges must assume a leadership role in improving the administration of justice for battered women and their children.
- The court must make the safety of the mother and child a primary factor in determining custody and visitation arrangements. Judges should be directed to restrict, deny, or limit visitation in order to provide for the safety of family members.
- Judges should ensure that court-certified interpreters, including those required under the ADA, be available as needed in all court proceedings. Neither partner, nor their children, should be asked to translate in court.
- The court should be aware of the use of legal terminology and unclear terms in domestic violence cases, and make certain all the terms of the visitation and/or injunction are clearly expressed in the order of protection.
- Because violence frequently increases dramatically when a woman leaves an abusive relationship, judges need to inform and assure a battered woman that if an abuser violates the law, he can be arrested immediately.
- Judges should assist with the training of victim advocates from domestic violence agencies, and encourage their use in court proceedings.
- Judges should monitor compliance with all civil court orders, including structured visitation schedules, no-contact clauses, custody, support, removal from residence, and batterer program participation.
- Courts should take into consideration special problems common to women with disabilities and women with children with disabilities when structuring orders.
- Courts, state attorneys, and the Department of Corrections should coordinate their efforts to ensure that all mechanisms for monitoring pretrial release defendants are instituted, and that they are consistent with the intended purpose.
- Judges should be part of a coordinated community effort and hold perpetrators of domestic violence accountable for their abuse.

### **Probation/Parole:**

Probation and parole departments, as an important part of a coordinated community response, play a unique role in providing the perpetrator with the ongoing message that domestic violence is not acceptable behavior. Several jurisdictions in this country have begun to use specialized parole and probation officers to specifically focus on the issues of battering and abusers. In Oregon, only a handful of counties have a specialized domestic violence unit. All jurisdictions, with or without a specialized

unit, should develop policies and procedures for domestic violence offenders. These standards include intensive supervision of perpetrators, relationships with batterer intervention and victim advocacy programs, contact with victims, progressive consequences, surprise home visits, and others.

In addition, Probation and Parole officers who work with women need training on domestic violence, since an estimated 60-80% of female offenders have been or are being battered. An unknown number of women are currently in prison for felony assaults committed in self-defense, sometimes after years of being the victim of such assaults. Parole commissioners, examiners and other field staff must have adequate information about domestic violence in order to appropriately and fairly consider clemency and release.

### **Recommendations:**

- It is imperative that training of at least 20 hours on domestic violence be provided to all staff at parole and probation. This training must include basic information about domestic violence, about Oregon laws relating to no contact orders, restraining orders, and mandatory arrest, cultural sensitivity, specific information about victims, PTSD and resources, and expectations of batterer intervention programs.
- It is also essential that victims, and victims' programs, be notified when the abuser is being released from jail and to whom they will be assigned, *with information about how to contact the parole or probation officer.*
- Parole and probation officers must be trained on the differences between "anger control" and "batterers programs," and when to recommend one or the other.
- Parole and Probation Departments must develop policies and procedures that assure adequate supervision and response to perpetrators when they commit further crimes or violate no contact orders or restraining orders, and to provide appropriate contact and responses to the victims.
- Departments must develop programs for female offenders who have been or are being battered, including support groups, safety planning, assistance in coping with the after-effects of battering, and education about domestic violence. These programs should be developed in conjunction with or with assistance from local domestic violence agencies.

## **CLEMENCY AND BATTERED WOMEN**

### **Recommendations:**

- The Clemency Board's expert review panels should consist of a "Domestic Violence Review Panel" and the corresponding clemency procedures should be updated with less reliance upon the traditional concept of "Battered Woman Syndrome."
- The Department of Corrections should develop a more reliable institutional means to identify, inform, and



provide access to the prison inmate population who are potentially eligible for special clemency consideration.

- The Department of Corrections should develop a more effective method to help eligible inmates who are disabled, illiterate or who do not understand English, apply for review under the established procedures.

## **VICTIM ALTERNATIVES/ LONG TERM SUPPORT**

### ***Housing:***

National studies have indicated that the most frequent reason women return to the batterer from an emergency shelter is that they cannot find safe, affordable housing. This resource is particularly important in communities in which there is a very limited supply of vacant or affordable housing. In 1990, the vacancy rate throughout the state ranged from 5% to 20%, and has worsened since then. The I-5 corridor, in particular, has low vacancy rates, and affordable housing is usually more scarce. Although women with children qualify for subsidized housing, availability of units is limited in nearly all areas and often there is a wait of two months to several years. Income status will also affect whether a woman can find and maintain stable, safe housing. According to 1989 census information, poverty status for women and children also varies throughout the state from 11% to 19%. Women and children of color are from two to five times more likely to be poor than are European-Americans.

Survey respondents indicated a need for more housing assistance. Over 80% (11) of Local Council Representatives indicated that housing assistance was "available, not adequate;" 65% (93) of Service Providers agreed; and 20% (3) of survivors indicated it was either "used, not helpful" or "tried to find, not available." Availability and adequacy of housing assistance varied throughout the state, from 37% in northeastern Oregon to 75% or 78% in the Tri-County area, Lane County, and along the Columbia River.

### ***Recommendations:***

- Assure the development of sufficient, affordable housing, especially for larger families, using Federal (HUD), state, and local funding.
- Develop Housing Authority policies which provide battered women with the ability to move from an unsafe, subsidized apartment to another in a safer location.
- Maintain a fund to assist battered women to relocate to new housing. This fund should provide funds for rent assistance, deposit, lock changes, basic furniture or households goods, truck rental for moving, and utilities deposits.
- Landlord training should include information about domestic violence and should encourage landlords to not discriminate against women and children who can not reveal past addresses, or have a problem rental history

due to violence perpetrated by the batterer. Landlord training should include information about how to assist residents in staying safe from batterers.

### ***Transitional Housing:***

Transitional Housing is longer term (24 months or less), subsidized housing for women and their children to assist them to achieve sustained, independent living in either rental or ownership situations. Transitional Housing promotes independent living by providing housing, counseling, and support services to its residents. As women work through the structured program, they are afforded the opportunity to become economically and emotionally independent, often for the first time in their lives.

There are currently twelve domestic violence programs statewide that provide transitional housing for women and children. There are approximately 100 units that can house up to 240 women and children. In addition, several domestic violence programs work with community transitional housing to provide this longer-term housing resource.

However, transitional housing is also in short supply. There is frequently a waiting list and women must find temporary housing for several months before a space is available. Survey respondents indicated a need for additional transitional housing. Almost 20% (6) of the survivors who responded indicated that they "tried to find service, not available."

### ***Recommendations:***

- Transitional housing should be made available in all communities, rural and urban, and in all diverse areas of urban settings.
- Local Housing Authorities or Community Action Programs should make development of safe, transitional housing for women and children a priority, and assure access to it for women and children escaping violence.
- Federal, state, and local funding (private and public) should make development of additional affordable housing, Section 8 certificates, low rent public housing, etc. a priority and assure access to women and children escaping violence.

### ***Civil Remedies:***

Many survivors of domestic violence need an array of civil court remedies to facilitate building stable, safe lives for themselves and their children. These remedies may include restraining or stalking orders, and divorce, custody, visitation and child support decrees. Those women who do need, or are required to obtain, these services need affordable attorneys who are sensitive and knowledgeable about domestic violence, and can appropriately advocate with the court for a safe and fair settlement. See discussions above about restraining orders, Family Court and supervised visitation. See also, Courts and Court Procedures Protocol and Guidelines for the Use of Mediation in Family Law.

### **Legal Aid Services:**

Oregon Legal Services Corporation is the major provider of legal services to low income battered women and their children. On a statewide basis, they provide services to approximately 11,300 clients on family law matters; 65% of those cases are on behalf of domestic violence survivors. They turn down two out of three applicants for services because of limited funding. The issues addressed by Oregon Legal Services include obtaining, modifying, or enforcing restraining orders; divorces; permanent custody orders; custody and visitation modification; child snatching; guardianships; and child support. In addition, they provide representation for domestic violence victims in cases involving housing, food stamps, welfare and employment issues; represent OCADSV and the interests of battered women in the Legislature and in administrative rule-making and policy negotiations with the state's welfare and child support agencies on a variety of issues; and participate in the state and local domestic violence councils.

Survey respondents indicated that Legal Aid services were "available & adequate" in 23.1% (Local Council Representatives) and 30.1% (Service Providers), and were "helpful" 28.1% of survivors. Unfortunately, a high percentage of responses indicated that they are "inadequate" (69.2% for Local Council Representatives and 57.3% with a range of 21% to 100% depending on region for Service Providers). This reflects in large part the need for services compared to the funding available to provide it.

Oregon Legal Services has had several major cuts to their funding base in the last two years, which has meant a decrease in services available for battered women. These cuts include a 31% cut in Federal funds for the Legal Services Corporation, totaling \$770,835. Approximately \$246,000 of the total cuts will directly impact services to battered women on family law matters alone. These large budget cuts have cost battered women in the State needed services: all staff in the

Multnomah County office reduced their time to 80% FTE in February, 1996; the Klamath Falls office closed in April, 1996; Roseberg office lost 1 FTE attorney, and Lincoln and Lane Counties both lost .5 FTE of attorney time.

### **Other Supports:**

The discussion above focused on domestic violence-specific long-term supports for battered women, when they seek to leave an abusive situation. In addition to those supports, battered women need an array of support services as they build lives free of violence. These may include affordable, good quality child care, medical care for themselves and their children, job training and readiness programs, financial assistance, drug and alcohol treatment, and counseling for themselves and their children. Local Council Representatives, Service Providers and survivors all indicated that there is a need to provide more of these supports to battered women. Table A - 2 (see below) summarizes the responses to survey questions which indicated these services were either "available, not adequate" or "not available."

### **Recommendations:**

#### **Restraining Orders (FAPA):**

- Provide free legal representation in contested restraining order hearings, either through pro bono lawyers or through Legal Aid or a clinic.
- Assure immediate service of restraining orders, and notification if the order has not been served.
- Child care available at the court house while the petitioner applies for a restraining order or appears in a contested hearing.
- Provide advocacy and assistance for petitioners to fill out the application and to appear at the hearing.
- Make sure that interpreters or translators are easily available for petitioners who do not speak English in order to assist in filing for a restraining order or appearing in court.

	Local Councils	Service Providers	Survivors
FAPA TRO	NA	NA	1, 3.1%
Family Court	8, 61.6%	55, 39.0% (Range 8%-54%)	1, 3.6%
Juvenile Court	4, 30.8%	41, 29.0%	1, 3.8%
Supervised Visitation	11, 84.7%	72, 50.4%	2, 7.4%
Legal Advocacy	7, 53.9%	75, 53.2%	4, 12.9%
Courtwatch	1, 76.9%	67, 47.2%	NA

### ***Divorce:***

- Mediators should follow recommendations of the Oregon Domestic Violence Council (*see Guidelines for the Use of Mediation in Family Law*) on mediation procedures in cases in which domestic violence has occurred.
- Judges should be particularly aware that mediation of FAPA orders is expressly forbidden, and that mediation in cases in which domestic violence has occurred is not always an acceptable means of negotiation.
- Divorce should remain as simple as possible to obtain for women who are being battered. Waiting periods, enforced mediation, and other obstacles should be minimized.

### ***Custody/support:***

- Before ordering unsupervised visitation in domestic violence cases, the judge should evaluate the history of criminal behavior, degree of violence in the relationship, the use of weapons, a history of substance abuse, the abuser's mental health status, stalking, suicide or homicide threats, and terrorizing or extreme recklessness toward the woman and/or her children.
- If the judge deems visitation appropriate, the judge should order that it occur at a location physically separate from the victim, that transfer of the children between the parents take place in the presence of a third party, and that visitation be supervised by a third party. Judges should consider using the front lobbies of law
- If the judge deems visitation appropriate, the judge should order that it occur at a location physically separate from the victim, that transfer of the children between the parents take place in the presence of a third party, and that visitation be supervised by a third party. Judges should consider using the front lobbies of law enforcement agencies as safe transfer locations for visitation. These locations offer security and safety for all parties and law enforcement need not be ordered to be present.

In addition, women need job training and job readiness assistance, and safe, appropriate child care. Future Needs assessments, development of protocols, and recommendations should address these issues as critical components of the social supports necessary for women and children to build lives free of violence.

## **COMMUNITY RESPONSE**

Without community-wide involvement in ending violence against women, domestic violence will continue to fester and grow. The message that domestic violence is not acceptable must be clear from all corners of the state as well as from all segments of our communities. Information regarding violence and legal and human service options should be widely available throughout the community with varied access points to reach victims but also to challenge the degree to which domestic

violence is still an accepted norm. Materials should be culturally relevant and should be translated to represent key populations.

### ***Local Coordinating Councils (see Protocol for Establishing and Maintaining a Local Domestic Violence Council):***

#### ***Recommendations:***

- Local Domestic Violence Councils should reflect the community, including local businesses, churches, schools, community groups, and elected officials.
- Councils should represent the cultural diversity of the community, and should consist of bilingual, bicultural representation.

### ***Community-wide Domestic Violence***

#### ***Awareness and Education:***

A domestic violence public awareness campaign and action plan should be developed and instituted throughout the state. The campaign and action plan should be reviewed annually and begin each October 1—National Domestic Violence Awareness Month. The campaign and action plans should:

- Reflect a unified, coordinated message about what domestic violence is and why the community should not tolerate it
- Reflect the participation of leaders from all levels of state and local government.
- Reflect the diversity of Oregonians, both rural and urban, including ethnicity and economic status
- Encourage community members and domestic violence workers to work cooperatively to address the needs of battered women
- Garner the support of private industry and small business which employ both battered women and batterers
- Utilize state and local celebrities to educate the state and local community on the issues of violence against women including male sports figures who speak directly to male batterers
- Educate the community as to the resources which are available to them on a local and statewide level
- Enlist women's organizations such as local service clubs, sororities, professional associations, and statewide advocacy groups
- Include young people in a public awareness campaign as both participants and as the designated audience
- Actively involve employers in public awareness and education efforts, including sharing information with employees, developing employee assistance programs, and providing safety planning

#### ***School-based Education (see Education Protocol: Grades K-12)***

- Local schools should maintain a relationship with the local domestic violence agencies.
- Develop training packets and protocols which inform Head Start, preschool teachers, and child care workers on how to identify and respond to students or parents experiencing domestic violence.

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***Church, temples, and synagogues:***

- Religious leaders and staff should be trained on the issues of domestic violence and about the influence the church, temple, synagogues, and mosques have in the community.
- Religious groups, churches, synagogues, mosques and other places of worship should serve as sites for educational presentations and organized efforts to address domestic violence.
- Religious centers are encouraged to establish programs and support groups for teens who may be victims of domestic violence or teen dating violence.
- Identify the needs of religious institutions and organizations that can serve as role models for others.
- Develop or recommend curricula for training religious leaders in domestic violence.
- Identify the needs of the religious leaders in addressing domestic violence and develop a response to such needs.
- Encourage religious leaders to participate in local domestic violence councils and task forces.
- Develop a statewide conference among religious leaders and domestic violence agencies to collaborate an end to violence against women.

***Other public education and efforts that might be addressed are:***

- Public agencies (Adult and Family Services, State Offices for Services to Children and Families, Libraries, Taxation and Assessment, utilities, hospitals, colleges, and others)
- Neighborhood groups and individuals, including block watch programs
- Businesses, and business organizations or professional associations
- Funding agencies, policy-makers and community leaders
- Effects of domestic violence on children

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# ADDENDUM III - OREGON DOMESTIC VIOLENCE COUNCIL DATA AND RESEARCH WORKGROUP REPORT

## Workgroup Members

Annette Jolin, Chair  
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## Acknowledgments

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## OREGON DOMESTIC VIOLENCE COUNCIL DATA AND RESEARCH WORKGROUP REPORT

### The Charge to the State Domestic Violence Council Data WorkGroup

In March 1994, when the Oregon Domestic Violence council (hereafter referred to as Council) was formed, its vision statement declared in the first sentence of subsection 2 "Data must be collected..." In doing so, the founding members of the Council echoed what others around the nation (Meckler, 1996) have pointed to as a high priority agenda item for anyone concerned with domestic violence.

On the surface a call for domestic

violence data may seem puzzling. For most of us have heard more than enough statistics about the incidence and nature of domestic violence. In fact, many of us who work in the field can freely recite a variety of "well known facts." While these "facts" are "facts," and qualify as domestic violence data, nearly all of them come from individual research studies conducted in a given location at one point in time. Such data tells us nothing about domestic violence in other locations or at other points in time. This is in stark contrast to what we know about most other crimes. For example, if we compare what we know about domestic violence to what we know about theft we find that, since the early 1930s, the government has compiled quarterly, and disseminated annually, the number and location of reported thefts as well as the number, age, race and sex of arrested thieves. Since the mid-1970s the government also conducts victim surveys that tell us the number and characteristics of theft victims. Thus, a brief visit to the local library allows us to trace 60 years of thieving in Klamath Falls, the State of Oregon, or the United States. None of this can be done for **even one year** when the crime is domestic violence.

### The Importance of Ongoing Statewide Domestic Violence Data Collection

On January 1, 1996, the Oregonian printed an Associated Press article with the title "States bumble and stumble in reporting spousal abuse" (Meckler, 1996:A14). The article describes the woes of statewide data collection efforts across the nation and the impact this has on domestic violence policy and program development. "Without accurate statistics, there is no way to know whether existing efforts are working," says Nancy Neylon the Executive Director of the Ohio Domestic Violence Network. The point

the article makes is that data are a means to an end. Without them we can't document the size of the problem. This in turn hinders us from getting funds to correct the problem, and in the event that we do develop a program aimed at reducing domestic violence in our community, we are not able to tell whether or not it works.

At a minimum we need the systematically collected data for domestic violence that we have available for other crimes. Collecting such information has implications for domestic violence that go beyond the mere gathering and disseminating of information. It represents the formal acknowledgment of the importance of an issue. Twenty years ago, domestic violence advocates fought to have domestic violence recognized as a crime. For the most part, these efforts have met with success. Inherent in the "crime" designation is the recognition that a given behavior harms not only the individual victim but society as a whole. But if we fail to keep systematic records of these individual events, we do not know to what extent we are harmed collectively, i.e. we do not know the size or seriousness of the problem we face. In the absence of systematically gathered information, we have to rely on studies of small groups of individuals and stories of individual victims. While these give us valuable insights into individual suffering, they do not capture the harm done to us collectively. For example, we don't know how widespread domestic violence is, whether it occurs more often in some geographic areas than others, whether it changes over time, whether these changes occur in concert with, or in opposition to, other societal events, such as demographic changes, economic downturns, or as noted above, efforts to address the problem itself. Ann Jones, author of *Next Time She'll Be Dead* (1994), suggests it is like knowing that thousands of women die each year from a disease we only know

by name. We don't try to find out what causes it, we don't try to find out how to prevent it, we don't study its course, or why it proves fatal to some women and not others. In fact, we do none of this, Jones declares, even though we know that the children of these women are likely to be infected as well, hence guaranteeing the generational transmission of this "killer disease." The goal of the Data and Research Work group has been to **begin** a statewide, systematic process which will enable us to correct the situation described by Jones.

### **The Status of Domestic Violence Data Collection in Oregon Law Enforcement Data**

In 1991 the Oregon Legislature, fully 14 years after it had declared domestic violence a crime (ORS 133.055 (2); ORS 133.310 (3)), enacted ORS 181.550 (c) which charged the Oregon Department of State Police with the responsibility to produce "Quarterly and annual reports of the statistics on the incidence of crimes and incidents of domestic disturbances;..."

The implementation of this legislative mandate, for a variety of reasons, did not occur until the Data and Research Work group of the Oregon Domestic Violence Council initiated talks with representatives of the Oregon State Police shortly after the Council was formed in 1994. These talks resulted in an agreement between Law Enforcement Data Systems (LEDS) and the Council to put into place a mechanism through which individual law enforcement agencies around the state would gather and forward to the State Police domestic violence data on an ongoing basis. The Department of State Police would then compile and disseminate the data in the statutorily required quarterly and annual reports.

LEDS issued the first domestic violence report in March of 1995. It contained data gathered from 57 percent of Oregon law enforcement agencies during the last three months of 1994. Since then LEDS reports have been made available for the first three quarters of 1995.

The following section of this report contains a description of domestic violence based on the LEDS data for the first nine months of 1995.

### **Findings from the Law Enforcement Data: January through September 1995**

The information we summarize in this section of the report represents domestic violence data reported to LEDS by Oregon law enforcement agencies from January through September of 1995.<sup>1</sup> For the first 9 months of 1995, 151 Oregon law enforcement agencies covering 89.5% of the state's population reported a total of 26,032 domestic violence incidents. Of those 13,739 involved crimes which included the various levels of assaults, rape, criminal threat as well as property offenses that occurred within the context of domestic violence situations. The overall arrest rate for domestic violence crimes was 62 percent. Simple Assaults were reported to Oregon police agencies more often than any other domestic crime. In the first 9 months of 1995 there were 7,792 reported assaults, 5,660 arrests ensued which represents a 73% arrest rate. It should be noted that the LEDS category "simple assault" largely coincides with domestic violence offenses covered by the state's mandatory arrest provisions.

### **Strength and Weaknesses of the Data**

By far the greatest strength of LEDS data rests in the fact that they represent a continuous recording of law enforcement activities in the State of Oregon with respect to domestic violence. In other words, for every three months period, beginning with the 4th quarter of 1994 we have information about the number and type of domestic violence reports police agencies receive and how many of these reports result in arrest. This information is available for the state as a whole, for each of the 36 counties, and for each of the roughly 170 law enforcement agencies within these counties. Limited as these

data may seem, and in many respects they are, this information was not available before the end of 1994.

The first domestic violence data report from LEDS was based on information submitted by only 52% of Oregon's law enforcement agencies. The most recent report we received from LEDS contained information from 89% of Oregon law enforcement agencies. While this represents a significant increase in compliance with ORS 181.550 (c), and provides us with reasonably complete police activity reports regarding domestic violence in Oregon, the data should be regarded as relatively 'soft' for the following reasons:

- Not all agencies provide information to LEDS at this time.
- Law enforcement agency reports of domestic violence offenses are not based on a standard definition of domestic violence<sup>2</sup>
- Statewide domestic violence training for law enforcement officers may vary so that police agencies with more highly trained officers produce 'more' domestic violence reports than agencies with less well trained officers. Hence lack and inconsistency of police officer training rather than the actual occurrence of domestic violence may in part account for variations in incidence of domestic violence across the state.
- The current LEDS data do not include information on domestic homicides.
- The current LEDS data include restraining order arrests but do not contain number of restraining orders filed.
- The current LEDS data do not include domestic violence 911 calls.

### **Oregon Restraining Order Data**

In order to get a complete data picture of domestic violence in Oregon, restraining order information is obviously needed. Two different data bases contain statewide restraining order information.

1. The Oregon Judicial Information System (OJIN) records how many restraining orders were filed in each county

2. The Law Enforcement Data System (LEDS) records how many restraining orders were violated and resulted in arrests.

As discussed above, the LEDS information was routinely made available as of October 1994. The OJIN Restraining-Orders-Filed data, are not routinely made available. They can be obtained by special request to the State Court Administrator. The report indicates that in 1995 through August 1st, 11,818 restraining orders were on file in Oregon. The largest number of these cases were filed in Multnomah County 2,640. Given the way the restraining order information is made available, i.e. for all of 1994 and for 8 months of 1995 direct comparisons with LEDS data, which are available for the last 3 months of 1994 and the first 6 months of 1995, are not possible.

### **Domestic Violence Shelter Data**

The State Office for Services to Children and Families (SCF) collects on a monthly, and disseminates on a biannual basis, the data it obtains from 30 domestic violence programs throughout the state. According to Workgroup member Bonnie Braeutigam, the SCF collects victim and shelter data from each of their programs. During fiscal year July, 1994 through June, 1995 these programs housed a total of 2819 adult victims for a total of 32,343 nights. These adult domestic violence victims were accompanied by 3243 children who stayed 38,327 nights.

### **Domestic Violence Medical Information**

The June 4, 1993 issue of the Oregon Medical Association Medical Issues Brief reminds physician's of their legal and ethical responsibilities with respect to domestic violence. Physicians are not obligated under Oregon law to report spouse abuse unless the physician has reasonable cause to believe that a deadly weapon caused the injury (ORS 146.750). At this time, we are not aware that domestic violence information is routinely collected by members of the medical professions.

### **Domestic Violence Data: What We Have and What We Need**

At this writing we are in the beginning phases of assembling the various pieces of information that are necessary to gain insight into domestic violence in the State of Oregon.

#### **What is available now**

- Domestic violence arrest data
- Restraining order violations
- Arrest for restraining order violations
- Shelter information

#### **What is about to become available**

- Restraining order filing information
- Domestic homicide information

#### **What is not available**

- Police emergency calls involving domestic disturbances and crimes
- Prosecution information
- Sentencing information
- Corrections information
- Stalking Orders/violations/arrests for violations
- Domestic Violence Victimization information
- Characteristics of those arrested for domestic violence offenses
- Case tracking system

## **RECOMMENDATIONS FOR FUTURE ACTIVITIES**

**We recommend that the data collection efforts that were begun by the Council be continued.**

As we discussed in the section on *Strengths and Weaknesses of the Data* several task remain to be implemented if we want to have reliable and valid domestic violence information for the State of Oregon. The implementation process will require continued efforts to obtain domestic violence data currently not routinely available e.g. restraining orders filed and domestic homicide information, as well as efforts to improve the accuracy of data we currently receive, e.g. adoption of a statewide standardized definition of domestic violence.

### **We recommend the creation of a centralized Domestic Violence Information Center.**

The domestic violence data we receive from LEDS (see Appendix A) and from the State Office for Services to Children and Families are in 'raw' form. In other words, they must undergo a certain amount of analysis and interpretation before they are readily accessible to service providers, policy makers or anyone else who wishes to use them. Without such 'translation' services even the best data collection efforts become academic exercises.

It is for this reason that we propose to establish a center whose staff has the responsibility to analyze and subsequently disseminate the domestic violence data we receive from LEDS, OJIN or any other agency that produces domestic violence data statewide. It would make sense to house this kind of a center in an educational institution such as Portland State University because of its neutrality and available expertise. The required tasks involved can easily be handled by a graduate assistant who works under the supervision of a faculty member. Such an arrangement guarantees cost effectiveness and accountability.

**We recommend that talks be initiated or continued with criminal justice and other agencies that currently do not collect domestic violence information on an ongoing basis.**

The above described center could assist a lead agency with the coordination of such data collection efforts and integrate the resultant information in its quarterly reports.

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**We recommend that efforts to reinstitute a state victimization survey include questions about domestic violence victimization.**

As long as we rely on "officially" known domestic violence data, we seriously underestimate the prevalence of domestic violence in our communities. The vast majority of domestic violence victims do not make their victimizations known to public agencies. Agency data therefore do not tell us how much domestic violence occurs in our midst. Victimization surveys allow us to get at this information. The U.S. Department of Justice has initiated annual victimization surveys in the mid 1970s. Oregon administered some victimization surveys in the past but has discontinued them. We urge not only that victimization surveys be reinstituted in Oregon, but that they contain questions about domestic violence victimization experienced by adults as well as the children who live with these adults.

## References

Jones, Ann. 1994. *Next Time She'll Be Dead: Battering and How to Stop It*. Boston: Beacon Press.

Meckler, Laura. 1996. "States bumble and stumble in reporting spousal abuse." Associated Press: *Oregonian* January 1, 1996 A14.

<sup>1</sup> Appendix A contains the raw data we received from LEDS.

<sup>2</sup> A Multnomah County Domestic Violence Data Task Force has recently adopted a definition of domestic violence for data collection purposes. Appendix B contains the complete text of this definition.



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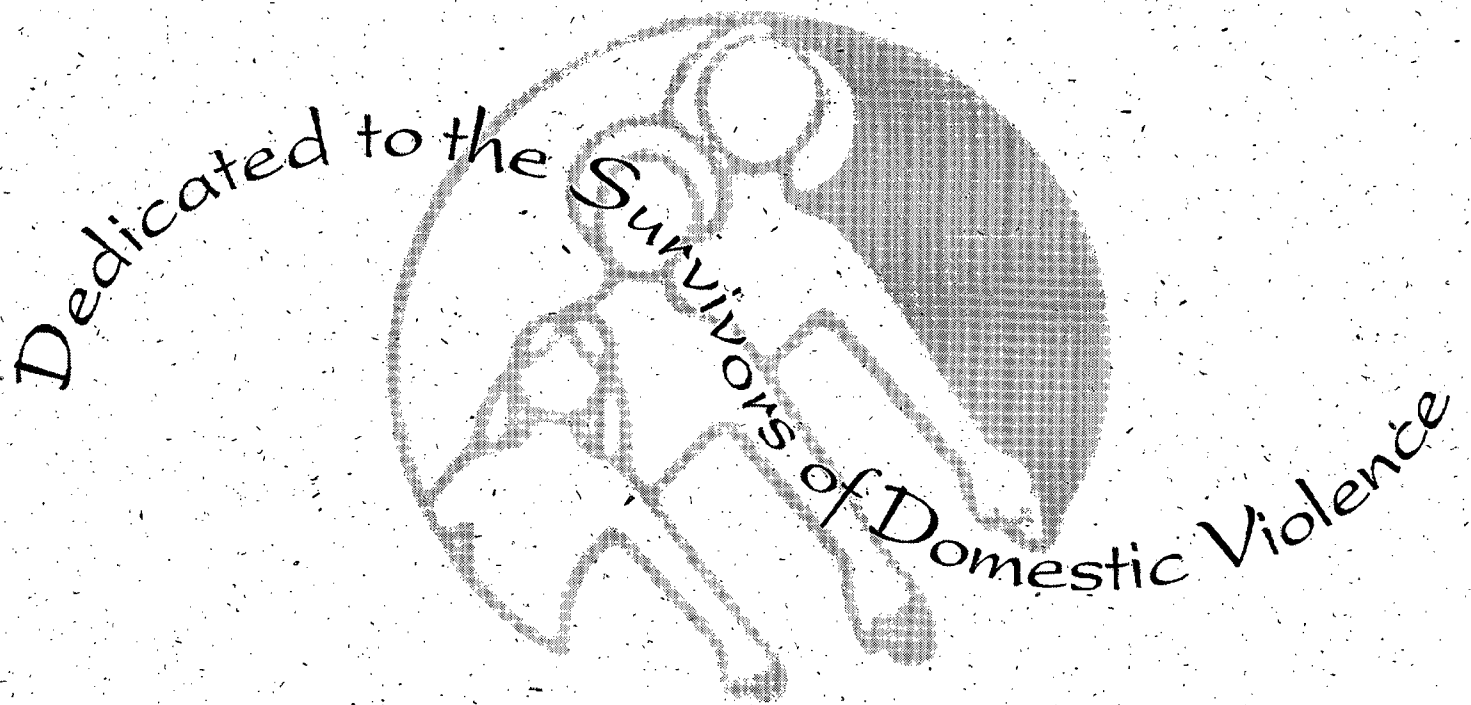
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