

**Joint Statements of Principles**

**TABLE OF CONTENTS**

**Statement of Principles Governing Certain  
Lawyer-Physician Relationships ..... 3**

**Statement of Principles Governing Certain Lawyer-  
Press-Broadcasters Relationships ..... 4**

**Guidelines For Disclosure and Reporting of  
Information on Criminal Proceedings ..... 5**

**Photography ..... 5**

**Statement of Principles Governing Certain  
Lawyer-Realtor Relationships..... 6**

**Statement of Principles Governing Certain  
Chiropractic Physician-Lawyer Relationships ..... 7**

**Joint Professional Statement Of Principles Governing Certain  
Lawyer/Shorthand Reporter Relationships ..... 9**



## **Statement of Principles Governing Certain Lawyer-Physician Relationships**

Physicians and lawyers are each members of a profession dedicated to furnishing professional skills and service to the public. Certain problems have arisen in each profession in connection with the other than might result in detriment to the patients or clients of each profession, to the professions themselves, and to the public as a whole.

In an endeavor to create a better understanding and a closer relationship and unity between the legal and medical professions; that each may better serve the other and the public, and in order to provide a solution to certain common problems, the following Rules of Conduct have been adopted by the Oregon State Bar and the Oregon Medical Association, each in convention assembled:

### 1. Committee Organization -

Each organization shall appoint three or more members from its profession who shall serve on a committee, one to serve for a term of one year, another for a term of two years, and a third for a term of three years, and thereafter members shall be appointed for a term of not less than three years; and said six or more individuals shall constitute the Joint Medical-Legal Committee. Such committee shall:

- a. Promulgate such suggestions as may be necessary to carry into effect the Rules of Conduct hereby adopted.
- b. Jointly attempt to mediate and arbitrate, in the first instance, any disputes arising between individual physicians and attorneys or between the two professions.
- c. Report annually to each of said organizations the work of the committee during the year and make such recommendations as the committee deems desirable.

### 2. Cooperation -

Members of the legal profession shall not give medical advice to their clients and members of the medical profession shall not give legal advice to their patients.

### 3. Medical Reports

- a. No attorney should request and no physician should furnish any information concerning the history, physical condition, diagnosis or prognosis of a patient except with the written consent of the patient or in conformity with the rules of the Workers' Compensation Department of the State of Oregon, Oregon Rules of Civil Procedure, or other applicable legal authority.
- b. In the absence of contractual provisions to the contrary, the patient, or his attorney as his duly authorized agent, shall be entitled, upon written request, to a prompt report from the attending or treating physician concerning history, findings, treatment, diagnosis and prognosis, whether or not a governmental agency, insurance carrier, or third party is responsible for the patient's care.
- c. It is the obligation of the attorney to designate the type of report he requires.
- d. If a medical examination is requested or arranged by a party adverse to the individual being examined, or by a prospective employer as a pre-employment medical examination, the report of such examination shall be made directly to the person arranging for such examinations and to no other individual or agency.

### 4. Pre-trial Discussions -

Subject to the physician-patient privilege, pre-trial discussions between physicians and attorneys of the medical questions involved shall be encouraged.

### 5. Testimony -

Treating and consulting physicians shall be available for testimony in court regarding the patient's condition, treatment, diagnosis, prognosis and other matters upon request of the patient or his attorney after reasonable notice is given.

## 6. Fees and Charges

- a. The physician shall be entitled to charge a reasonable fee for medical reports, conferences with attorneys, and medical testimony.
- b. Charges for mechanical copying of previously prepared reports shall be billed on the basis of clerical time, effort and materials involved on the part of the physician's staff.
- c. Fees for medical testimony shall not be contingent upon outcome of the litigation.
- d. If scheduled medical testimony is cancelled, the physician shall be entitled to charge depending on the time of notice and nature of practice.
- e. An attorney shall not charge a fee to the physician for obtaining payment of a bill for medical services in personal injury litigation.
- f. The attorney has an obligation to use every appropriate means to see that medical fees are paid by the client when money is disbursed either after settlement or after a judgment has been obtained.
- g. Whenever medical reports, conferences, or medical testimony are requested by an attorney, it will be conclusively presumed that the attorney has made arrangements with the client for payment and all reasonable charges shall be paid promptly by the attorney.
- h. If a proposed settlement or actual recovery is insufficient to cover all expenses and the attorney, on behalf of the client-patient, wishes to propose a proportionate reduction of the medical or hospital bill or both, it is suggested that the attorney should present in writing the proposed or actual gross receipt of funds and the proposed plan of settlement, including the normal or contractual attorney fee and the actual amount the attorney proposes to charge in such instance.

## 7. Records Belonging to Physician -

All original records of attending physicians made in connection with treatment and care of the patient, including radiographs and reports of diagnostic and therapeutic procedures, are the property of the physician.

## 8. Reasonable Inquiry -

An attorney shall make reasonable inquiry to determine if there has been a doctor-patient relationship before issuing a subpoena or demanding a report from a doctor.

*(As approved and adopted by the Oregon State Bar and the Oregon Medical Association and revised in November, 1984.)*

## **Statement of Principles Governing Certain Lawyer-Press-Broadcasters Relationships**

Oregon's Bill of Rights provides both for fair trials and for freedom of the press. These rights are basic and unqualified. They are not ends in themselves but are necessary guarantors of freedom for the individual and the public's rights to be informed. The necessity of preserving both the right to fair trial and the freedom to disseminate the news is of concern to responsible members of the legal and journalistic professions and is of equal concern to the public. At times these two rights appear to be in conflict with each other.

In an effort to mitigate this conflict, the Oregon State Bar, the Oregon Newspaper Publishers Association and the Oregon Association of Broadcasters have adopted the following statement of principles to keep the public fully informed without violating the rights of any individual.

1. The news media have the right and the responsibility to print and to broadcast the truth.
2. However, the demands of accuracy and objectivity in news reporting should be balanced with the demands of fair play. The public has a right to be informed. The accused has the right to be judged in an atmosphere free from undue prejudice.
3. Good taste should prevail in the selection, printing and broadcasting of the news. Morbid or sensational details of criminal behavior should not be exploited.

4. The right of decision about the news rests with the editor or news director. In the exercise of judgment he should consider that:

- (a) an accused person is presumed innocent until proved guilty;
- (b) readers and listeners are potential jurors;
- (c) no person's reputation should be injured needlessly.
- (d) Reporting on the eve of trial may prejudice potential jurors. Just prior to trial, stories reviewing a suspect's criminal history, incriminating statements, or other prejudicial detail should be avoided whenever possible.

5. The public is entitled to know how justice is being administered. However, it is unprofessional for any lawyer to exploit any medium of public information to enhance his side of a pending case. It follows that the public prosecutor should avoid taking unfair advantage of his position as an important source of news; this shall not be construed to limit his obligation to make available information to which the public is entitled.

In recognition of these principles, the undersigned hereby testify to their continuing desire to achieve the best possible accommodation of the rights of the individual and the rights of the public when these two fundamental precepts appear to be in conflict in the administration of justice.

*(Oregon State Bar, Oregon Newspaper Publishers Association, Oregon Association of Broadcasters)*

### **Guidelines For Disclosure and Reporting of Information on Criminal Proceedings**

It is generally appropriate to disclose or report the following:

1. The arrested person's name, age, residence, employment, marital status and similar biographical information.
2. The charge.
3. The amount of bail.
4. The identity of and biographical information concerning both complaining party and victim.
5. The identity of the investigating and arresting agency and the length of the investigation.
6. The circumstances of arrest, including time, place, resistance, pursuit and weapons used.

It is rarely appropriate to disclose for publication or to report prior to the trial the following:

1. The contents of any admission or confession, or the fact that an admission or confession has been made.
2. Opinions about an arrested person's character, guilt or innocence.
3. Opinions concerning evidence or argument in the case.
4. Statements concerning anticipated testimony or the truthfulness of prospective witnesses.
5. The results of fingerprints, polygraph examinations, ballistic tests or laboratory tests.
6. Precise descriptions of items seized or discovered during investigation.
7. Prior criminal charges and convictions.
8. Evidentiary details that were excluded in prior judicial proceedings in the same case.

### **Photography**

1. Photographs of a suspect may be released by law enforcement personnel provided it doesn't interfere with enforcement of the law. It is proper to disclose such information as may be necessary to enlist public assistance in apprehending fugitives from justice. Such disclosure may include photographs as well as records of prior arrests and convictions.

2. Law enforcement and court personnel should not prevent the photographing of defendants when they are in public places outside the courtroom. However, they should not pose the defendant.

The above Guidelines are supplemental to and should be interpreted with the “Oregon Bar-Press-Broadcasters Joint Statement of Principles” adopted in 1962.

The Guidelines are cautionary, not mandatory. They do not prohibit release of, or publication of, information needed to identify or aid in the capture of a suspect or information required in the vital public interest after arrest. Neither do they proscribe publication of information which is already in the public domain.

## **Statement of Principles Governing Certain Lawyer-Realtor Relationships**

### **Preamble**

Whereas, the public interest requires that the responsibilities of Realtors and Attorneys in a real estate transaction be clearly defined and that Realtors and Attorneys carry out their roles in accordance with their respective statutory requirements, codes or Canons of Ethics; and

Whereas, it is in the public interest that disputes between Realtors and Attorneys as to their respective roles be kept to a minimum; and

Whereas, it is desirable that mutual cooperation and respect be developed between Realtors and Attorneys in real estate transactions; and

Whereas, nothing herein contained is designed or intended to affect the right of a party to a real estate transaction to act for himself without the services of a Realtor or Attorney;

Now, Therefore, the Oregon State Bar and the Oregon Association of Realtors hereby adopt the following accord:

### **Article I - The Broker**

It is the function of the Broker and Real Estate Salesman to find, if employed to do so on behalf of one of the parties to the transaction, another party prepared to enter into a real estate transaction involving the sale of a given parcel of real estate, and to bring the parties together for the purpose of entering into an agreement in connection therewith.

In order to accomplish this, the Broker and Real Estate Salesman, hereinafter collectively referred to as the Realtor, should be governed by the following:

(1) The Realtor may complete preliminary documents taking effect prior to closing, such as an Earnest Money Receipt or addenda (hereinafter called “the Document”) which are customarily used in the community where the Realtor does business.

(2) Where it appears prior to the execution of the Document that there are unusual matters involved in the transaction which should be resolved before a Document is executed, the Realtor should advise the parties that each should consult an Attorney of his/her choice before such Document is executed.

(3) The Realtor may not give advice on any matter of law, directly or indirectly, but s/he should recommend that both the seller and the buyer consult their respective Attorneys as to all legal questions as well as for the preparation of all those documents which may be necessary as a result of such consultation.

(4) Where either the seller or the buyer desires to see an Attorney, prior to the execution of the contract, the Realtor shall not attempt to dissuade such party from legal consultation, nor minimize the value of the Attorney’s service.

(5) The Realtor may not directly or indirectly employ an Attorney or pay for the services of an Attorney to represent either the buyer or the seller.

(6) Where only one party is represented by an Attorney, the parties to the transaction may agree that Attorney fees be apportioned between them. In such cases, the Document should designate which party the Attorney is representing. The Realtor shall not assume nor designate an apportionment of Attorney’s fees without an express agreement of the parties.

(7) The Realtor may refer a buyer or seller to an Attorney if s/he is asked to do so by such buyer or seller, but in such case, the Realtor should, whenever feasible, supply the party with the names of not less than three Attorneys who are qualified to perform the legal services involved, without volunteering any preference as to any one of the three.

(8) The Realtor should advise the parties that any document prepared by the Realtor is intended to be binding on them.

## **Article II - The Attorney**

It is the responsibility and the function of an Attorney if employed to do so, to give all legal advice required to his or her respective client in real estate transactions and to prepare or review all documents necessary to carry out and implement the transaction.

In order to accomplish the intent of this accord, the Attorney should be governed by the following:

- (1) The Attorney who is consulted by either the buyer or the seller should use his/her best efforts to proceed diligently to the conclusion of the transaction and if his/her work load does not permit a prompt conclusion of the same, s/he should so advise his/her client at the time of employment.
- (2) The Attorney should not minimize the value of a Realtor's services, nor participate or attempt to participate in the Realtor's commissions.
- (3) The Attorney, in representing the buyer or seller in a real estate transaction should not profess to be an expert on the market value of the real estate involved unless s/he does in fact possess such expertise, by reason of experience or specialized training.
- (4) An Attorney may not accept employment by or compensation from the Broker to render services to either the buyer or the seller in the transaction.
- (5) As a general rule an Attorney may not represent more than one of the parties to the transaction and should urge the other parties to obtain their own Attorneys for purposes of examining and advising them on the legal issues involved. An Attorney may never act as a mere scrivener representing neither party in the preparation of documents.

*(Approved and recommended by the Oregon Association of Realtors and the Oregon State Bar in 1979.)*

## **Statement of Principles Governing Certain Chiropractic Physician-Lawyer Relationships**

*March 9, 1990*

Since chiropractic physicians and lawyers are each members of a profession dedicated to furnishing professional skill and service to the public, and since certain problems have arisen in each profession in connection with the other that might result in detriment to the patients or clients of each profession, to the professions themselves, and to the public as a whole:

Now Therefore, to create a better understanding and a closer relationship and unity between the professions, that each may better serve the other and the public, and in order to provide a solution to certain common problems;

The following statement of principles has been adopted by the Oregon State Bar and the Oregon Chiropractic Physicians Association, each in convention assembled:

1. Each organization in accordance with its bylaws shall appoint three or more members from its profession who shall serve on a committee; and said six or more individuals shall constitute the Joint Chiropractic Physician-Legal Committee. Such committee shall:
  - a. Promulgate such suggestions as may be necessary to carry into effect the principles hereby adopted.
  - b. Jointly attempt to mediate and arbitrate, in the first instance, any disputes arising between individual chiropractic physicians and lawyers or between the two professions.

- c. Report annually to each of said organizations the work of the committee during the year and make such recommendations to said organizations as the committee deems desirable.
2. No lawyer should request, and no chiropractic physician should furnish, any information concerning the history, physical condition, diagnosis or prognosis of a patient, except upon the written authorization of the patient; except that this principle shall not affect the giving of written medical reports to the SAIF Corporation on behalf of patients whose treatment or whose examination is to be paid for by the SAIF Corporation.
3. Each treating or consulting chiropractic physician engaged by a patient shall be available for testimony in court at all reasonable times regarding the patient's condition, treatment, diagnosis, prognosis and other medical matters, upon the request of the patient or patient's attorney.
4. Reasonable fees for detailed medical reports, conferences with attorneys and expert testimony are proper and necessary items of expense in litigation involving medical questions, and payment thereof shall ultimately be made by the client; but, in every instance in which the attorney makes arrangements for expert testimony, it shall be presumed that the attorney has made adequate arrangements for the payment of such fees by the client.
5. A lawyer, in disbursing money either after settlement or after a judgment has been obtained, shall make a reasonable effort to use every legitimate means to see that the charges of the attending chiropractic physician, cost of examinations and expert witness fees are paid by the client.
6. All records of the attending chiropractic physicians made in connection with the treatment and care of the patient, including reports of diagnostic and therapeutic procedures, are the property of the chiropractic physician in charge of such patient or, as the case may be, of the chiropractic physician preparing or making the diagnostic or therapeutic tests or procedures.
7. If a chiropractic examination is requested or arranged by a party adverse to the individual being examined, or by a prospective employer as a pre-employment medical examination, the report of such examination shall be made directly to the person arranging for such examination.
8. In the absence of contractual provisions to the contrary, the patient or the patient's attorney, as patient's duly authorized agent, shall be entitled, upon written request, to a prompt report from the attending or treating chiropractic physician concerning the history, findings, treatment rendered, diagnosis and prognosis, irrespective of whether or not a governmental agency is made responsible for medical care and compensation to the patient or whether or not an insurance carrier or third party has contracted to assume financial responsibility for the patient's care or portion thereof. The chiropractic physician shall be entitled to charge a reasonable fee for the preparation of detailed reports requiring an analysis or study of records, or for a consultation with the patient's attorney; but, in the absence of unusual circumstances, simple status reports or simple reports in the nature of a proof of loss shall be made available at a nominal charge. It is suggested that a better report will be secured by the attorney if the attorney includes in the request any specific medical or disability questions or a specific request for an examination covering certain conditions.
9. It is the obligation of the attorney to designate to the chiropractic physician the type of report required. If such designation is not made by the attorney and a detailed or "long" report is sent, it is presumed that the attorney requested such a report.
10. No member of the legal profession should suggest, and no member of the chiropractic profession should agree to accept, an expert witness fee wholly or partially contingent upon the outcome of the matter in which such expert testimony is offered. An expert witness fee shall not be deemed contingent for the reason only that the patient's financial condition may render collection difficult in the event the patient does not prevail in a legal action.
11. Recognizing that practitioners in each profession have qualified for practice by specialized training and demonstration of the necessary character and integrity, members of the legal profession shall abstain from giving medical advice to their clients and members of the chiropractic profession shall abstain from giving legal advice to their patients.
12. It is the duty of each profession to present fairly and adequately the medical questions involved in controversies. To that end, the practice of pre-trial discussions between the chiropractic physician and lawyer of the medical questions involved shall be encouraged; and, in all instances, a frank discussion of the issues and opinions between the client's chiropractic physician and the client's attorney shall be encouraged for the

purpose of obtaining a complete understanding on the part of both as to the medical and legal issues involved. The fees charged for such discussion shall be a “reasonable fee.”

13. Each profession shall recognize that the time, advice, knowledge and skill of the other is the means by which each earns a livelihood; and, in order to permit the most efficient use thereof, consultations with chiropractic physicians and lawyers and appearances in court shall, so far as is possible, be arranged to accomplish a minimum disruption of the practice of the member of each profession. This requires the full cooperation of the members of each profession.

14. No lawyer shall charge a fee to the chiropractic physician for the collection of the bill for medical services collected in personal injury litigation for the client-patient.

15. It is suggested that, in the event a proposed settlement or actual recovery is insufficient to cover all the expenses, and the attorney on behalf of the client-patient wishes to propose a proportionate reduction of the medical or hospital bill or both, the attorney should present in writing the proposed or actual gross receipt of funds and the proposed plan of settlement, including the normal or contractual attorney fee and the actual amount the attorney proposes to charge in such instance.

16. If scheduled expert testimony is cancelled, the chiropractic physician shall be entitled to charge a reasonable fee, depending upon the time and notice and nature of the practice. (“Reasonable fee” means the chiropractic physician’s usual charge for comparable office time.)

### **Joint Professional Statement Of Principles Governing Certain Lawyer/Shorthand Reporter Relationships**

*Approved by the Board of Governors of the Oregon State Bar on May 4, 1990*

Shorthand reporters and lawyers are each members of a profession dedicated to furnishing professional skills and service for the administration of justice. Certain problems have arisen in each profession in connection with the other. In an endeavor to create a better understanding and a closer relationship and unity between the legal and court reporting professions; and in order to provide a solution to certain common problems, the following Principles of Conduct have been adopted by the Oregon State Bar and the Oregon Shorthand Reporters Association:

1. Except as required by law, these Principles apply to official shorthand reporters and freelance reporters.
2. Each organization shall appoint three or more members from its profession who shall serve on a committee, one to serve for a term of one year, another for a term of two years, and a third for a term of three years, and thereafter members shall be appointed for a term of not less than three years; and those individuals shall constitute the Joint Lawyer/Shorthand Reporter Committee. Such committee shall:
  - a. Promulgate such procedures as may be necessary to carry into effect the principles hereby adopted.
  - b. Jointly attempt to mediate and arbitrate, in the first instance, any disputes arising between individual shorthand reporters and attorneys or between the two professions.
  - c. Report annually to each of said organizations the work of the committee during the year and make such recommendations to said organizations as the committee deems desirable.
3. The shorthand reporters shall preserve the confidentiality of information entrusted to their possession which is so classified and shall take whatever steps are necessary to ensure its security and privacy.
4. The shorthand reporters shall preserve and file their shorthand notes in a manner so that they may be retrieved if needed; and these notes shall be retained for a period of not less than three years, if they have been transcribed, and not less than ten years if they are untranscribed, or as required by statute.
5. The shorthand reporters shall contribute to the integrity and impartiality of the judicial process or of any other proceeding by conducting themselves in a manner that is fair and courteous to all participants.

6. The shorthand reporters shall strive to accept only those assignments where they know their knowledge and skill are adequate, and advise the lawyers present where they believe their knowledge, skill and competency to be inadequate.
7. The shorthand reporter shall prepare an accurate transcript within a reasonable time upon request.
8. The shorthand reporter shall charge a reasonable fee where no statutory charge applies.
9. The shorthand reporter who refers a matter to another reporter shall, whenever possible, notify the attorney in advance.
10. The attorney employing a shorthand reporter or ordering a transcript from a shorthand reporter shall be personally responsible for payment of the fees charged by the reporters within a reasonable period of time.
11. When ordering a transcript from a shorthand reporter, no attorney shall direct that the reporter not disclose to the opposing attorney in the case that the transcript is being ordered.
12. When a transcript is ordered, the shorthand reporter is not obligated to contact the opposing attorney on the case and advise that a transcript has been ordered. If asked, however, by the opposing attorney, the reporter shall advise whether a transcript has been ordered.
13. The participants at a deposition should obtain their transcripts from the shorthand reporter.
14. If a transcript of a deposition is ordered by a person not a party or representative of a party in a case, the shorthand reporter shall notify the representatives of all parties in the case before preparing the transcript. If any party objects, the shorthand report should not provide the transcript to such requesting person without order of the Court.
15. When a shorthand reporter is employed by an attorney to report a statement of a witness, other than a deposition, the transcript should not be released without the attorney's consent or a court order.