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4 **IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JACKSON COUNTY**

5 State of Oregon

6 vs.

7 [Click here to enter text.](#),
8

CASE NUMBER: [Click here to enter text.](#)

**PETITION FOR
COMMUNITY FAMILY COURT**

9
10 I, _____, respectfully petition the Court for
11 acceptance into Community Family Court (CFC). I understand the Community Family Court
12 Program is designed to coordinate services and interventions intended to rehabilitate court-
13 involved families and individuals. CFC is not available to everyone due to limited resources
14 and eligibility criteria. If this petition is accepted by the Court, I agree to give up the
15 following rights and to carry out the agreements set forth below:

- 16
- 17 1. I freely, voluntarily and knowingly waive the following rights; my right to written
18 notice, to an adversarial hearing, to confront any witnesses against me, to
19 subpoena witnesses, my right to a speedy trial and my right to remain silent. I
20 have discussed these waivers with my attorney and fully understand their
21 significance. If I have signed this waiver without the assistance of an attorney, I
22 acknowledge that I am aware I have the right to have an attorney, and if I cannot
23 afford an attorney, the Court would appoint an attorney to assist me.
 - 24 2. I understand that multiple case types may be bundled into the CFC program and
25 that specific legal considerations will depend upon my specific case type(s) and/or
26 charges. If entering the program through a DHS Child-welfare case I understand if I
successfully complete CFC I may receive favorable consideration from the Court. I
acknowledge that participation in CFC does not automatically guarantee
reunification or any other particular outcome. If entering CFC on an Adult Criminal
Case. I understand if I successfully complete CFC I may receive a reduction or
dismissal of criminal charges. If dismissed with prejudice the District Attorney may
not prosecute this charge in the future. If this is a probation violation, the
probation will be terminated as successful. Regardless of the type(s), I understand
that the assigned CFC Judge will view my relevant Jackson County Circuit Court
cases collectively.
 3. If a portion of my CFC agreement included an adult criminal case, I agree if I am
terminated from CFC my criminal case will proceed directly to sentencing. If I
received a suspended sentence, that sentence will be imposed without further delay
and may include jail or penitentiary time. The State may request my termination
from CFC for non-compliance at any time. The ultimate decision to terminate will
be made by the Court.

- 1 4. I agree that any violations of the terms of this agreement commission of a new
2 crime or any failure in the treatment program may result in modification or
3 termination from CFC. I agree the Court can impose immediate consequences,
4 including but not limited to up to eight days in detention/jail, if the Court
5 determines that I have not complied with Orders of the Court or the requirements of
6 the program. I agree the court may impose other sanctions including, but not
7 limited to, community service, work crew, court days and jail, rather than
8 terminating my participation in CFC. Participants who are sanctioned to jail on
9 dependency cases will be charged with misdemeanor contempt of court.
- 10 5. If entering CFC on criminal charges and the District Attorney files additional charges
11 arising from the original incident on which my plea is based, I agree not to assert
12 my former jeopardy rights. I further agree not to file any motions, including
13 motions to suppress evidence obtained by search and/or seizure.
- 14 6. I agree to satisfactorily complete a diagnostic assessment for the development of
15 my drug/alcohol treatment program at a state certified treatment provider as
16 ordered by the Court. I authorize the release of all treatment information by the
17 treatment provider to the Court.
- 18 7. I agree to complete a treatment program at my expense and to attend a minimum
19 of two support groups (NA/AA) per week unless otherwise ordered. I will follow and
20 comply with all requirements of the treatment program.
- 21 8. I agree to comply with request for any drug testing. Drug testing will be required
22 on a frequent and random basis. Any refusal or failure to give a drug test will be
23 considered a positive or a dirty test. A positive or a dirty drug test will not
24 necessarily terminate me from CFC, but may lead to a sanction or recommendation
25 by the treatment provider.
- 26 9. I understand I will be tested for all controlled substances. Any results out of range
may be considered a positive test. The test will also screen for possible adulteration.
If I submit a urine sample that appears to have been diluted or adulterated, I will be
required to wait at the testing facility until a legitimate sample can be obtained.
10. I agree to provide information on all prescriptions from my health-care provider(s)
that I am taking while in CFC. If I do not provide these prescriptions, any test
showing the presence of un-prescribed drugs will be considered positive or a dirty.
Participants are encouraged to explore non-narcotic prescriptions alternatives to
narcotic medications and are required to inform medical personnel of their
addiction(s) prior to receiving narcotic medications. I understand I am not allowed
to take prescription medication that has not been prescribed to me by my health-
care provider(s), nor am I allowed to abuse or misuse prescribed medications.
11. I understand that I may also be asked to take a polygraph as a condition of my
participation in CFC.
12. I shall refrain from knowingly associating with persons who use or possess
controlled substances illegally or from frequenting places where such substances
are kept or sold.

- 1 13. I agree to submit current private and/or government funded medical insurance
2 information upon admission into treatment. I understand I will be required to show
3 proof of income and apply for the Oregon Health Plan if I am eligible. I authorize
4 release of all information necessary to appropriately invoice third party insurance
5 plans for treatment services provided to me under this program.
- 6 14. I will immediately report all contact with law enforcement to a member of the CFC
7 Team. I agree not to make controlled buys on behalf of law enforcement and to
8 report any requests to do so to the CFC Team.
- 9 15. I agree the Court may require me to seek and maintain employment, participate in
10 mental health or other counseling assessment and treatment, educational programs
11 and other interventions deemed appropriate.
- 12 16. I will appear in court on scheduled dates. I agree the Court may require me to
13 appear at any time regardless of my compliance and success in the treatment
14 program. I will provide written documentation verifying absences as directed.
- 15 17. I agree to keep the CFC staff, my treatment provider, probation officer and my case
16 worker apprised of my current address and phone number and to notify them of
17 changes within 24 hours.
- 18 18. I agree the CFC Judge may communicate with others about my participation in CFC
19 without my attorney or me present. I agree to sign any releases or other
20 documents necessary so that the CFC team can discuss my progress in all my
21 programs including, but not limited to, drug/alcohol treatment and mental health
22 counseling. I further waive any rights of state or federal confidentiality I may have
23 regarding discussions about my case and/or treatment between *only* those persons
24 who are directly involved with CFC. I DO NOT WAIVE any rights of privacy or
25 confidentiality regarding any aspect of my case or treatment concerning
26 communications with any person or agency that is not affiliated with CFC except as
mandated by law. The waiver shall apply only while I am a participant in CFC.
19. If I have ANY doubt, confusion or misgiving about what CFC, DHS, my probation
officer or any treatment provider expect of me I will communicate with them for
clarification. I understand that ignorance will not be a sufficient defense for my
actions.
20. I understand the CFC treatment provider will be informed of my criminal history. I
will be required to disclose any supervision or treatment I am involved in, have
successfully completed or been terminated from. Upon the request of the CFC
treatment provider or the Court, I will sign a release of information agreement and
authorize such program to provide supervision and treatment information to the
CFC Program. The Court in its discretion may release information to the treatment
provider.
21. If placed on probation or other supervision status I will comply with all terms and
conditions.

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- 22. I will pay restitution to any victim(s) as ordered by the court, and I understand that the court may impose restitution as a part of any judgment ordered in this case.
- 23. I agree the Court may extend the duration of CFC for additional time to allow me to successfully complete my requirements.
- 24. I understand as a condition of my participation in CFC, I will not operate a motor vehicle without a valid driver's license and insurance. If I do not have a valid driver's license and insurance I will make efforts to obtain them.
- 25. I agree to not reside with any person(s) who does not sign a Third-Party Waiver, Consent to Jurisdiction, Waiver of Rights and Consent to Ex-Parte Communication. I further agree to assist that person(s) and the CFC staff in obtaining such waivers and to not hide such relationships from the CFC Judge and Team.
- 26. I understand that unsuccessful termination from Community Family Court may result in a Termination of Parental Rights Action begin filed by the Department of Human Services-Child Welfare Division. I also understand that graduation from Community Family Court does not guarantee reunification with my children. However, the court agrees to give consideration to this accomplishment in making decisions concerning my family.
- 27. I understand that staff from Community Family Court and its partner agencies are mandatory reporters under Oregon state law. They cannot be exempted from this law and must make a report to the Department of Human Services- Child Welfare Division if they have reasonable cause to suspect child abuse and neglect.
- 28. I understand upon entering into CFC my decision is irrevocable.

I have read and understand the terms of this petition:

Date

Participant's/Defendant's Signature

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CERTIFICATE OF COUNSEL

The undersigned, as attorney for the above-named Defendant, certifies as follows:

- 1. I have read the foregoing Petition and have discussed with the Defendant each section contained therein;
- 2. I have fully explained to the Defendant each statement in the Petition and believe the Defendant comprehends the program.
- 3. To the best of my knowledge and belief, the statements and representations and declarations made by the Defendant in the foregoing Petition are in all respects accurate and true.

Date

Attorney for Defendant, OSB# _____

CERTIFICATE OF PETITIONER IF UNREPRESENTED BY COUNSEL

The undersigned certifies as follows:

- 1. I have been advised that I have the right to have an attorney represent me in this matter and explain this document to me
- 2. I understand that if I cannot afford an attorney the Court would appoint an attorney to represent me.
- 3. I hereby waive my right to an attorney and agree that I am signing this document knowingly, voluntarily and that I understand its contents.

Date

Petitioner