



Adult Diversion Counseling Program Contract

Name:

Case#:

Charges:

Date of Offense:

Referring Law Enforcement Agency:

The 18th Judicial District Attorney's Diversion Counseling Program is an alternative to formal prosecution. The District Attorney is alleging that you committed the criminal act(s) listed above. The District Attorney believes you and your case are appropriate for the diversion process instead of formally charging and prosecuting you in court.

The adult diversion program is a voluntary program based on mutual acceptance. You may choose to have your case handled through the diversion process or you may ask for your case to be heard in court. The adult diversion program will accept your case if you meet all of the criteria outlined in this contract and comply with the program's mandatory conditions. If you are not accepted in the diversion program the District Attorney will determine whether to charge and prosecute your case in court. If you are successful in the diversion program, the District Attorney will not charge or prosecute your case in court. If you are unsuccessful because you are not keeping the agreements made with the diversion program or because of new criminal charges, the District Attorney may decide to file this case and/or any new case in court.

At any point in this process you have the right to consult with your own attorney and/or to leave the diversion program and have your case heard in court.

While in diversion, including the referral and intake process, you must attend all court dates. Only a judge can excuse you from court. Failure to appear at all court dates can result in a warrant for your arrest and disqualify you from the diversion program.

To participate in the diversion program, you must take responsibility for your conduct related to this case. If you believe you are not guilty of the charges listed above, your case will be handled through the court process.

Every case in the diversion program begins with an assessment to determine whether you are appropriate for diversion and what will be included in your individualized treatment plan. Generally this may include counseling for you and your family, payment of restitution if owed, restorative justice, community service, educational and vocational support, and random drug and alcohol testing. The standard mandatory requirements of the diversion program are outlined below. Your individual requirements to successfully complete the diversion program will be identified on the treatment plan that you will create with your assigned counselor. Your needs, level of engagement, compliance with the diversion requirements, and your treatment plan will determine the frequency of appointments and the length of time required to successfully complete the program.

The diversion program sees community support as vital to improving individual outcomes and reducing the risk of reoffending. If partnering with other agencies or entities will aid in the successful completion of your treatment plan, the diversion program will require you to consent to appropriate waivers and releases to allow for meaningful collaboration. Refusal to sign needed waivers and releases may result in removal from the diversion program and the District Attorney reviewing your case for charges and prosecution in court.

The diversion program actively seeks input from victims, witnesses, and community members impacted by your criminal behavior. The diversion program gives victims a voice and supports victim input in every case where a victim has been identified. The diversion program also provides victims with information regarding the interventions required by your treatment plan, updates on your progress and the status of your case. If successful compliance with your treatment plan requires sharing any additional confidential or privileged information with the victim or a victim advocate, your counselor will discuss the circumstances with you and seek the appropriate waivers and releases.

By agreeing to participate in the diversion program, you are agreeing to comply with the following mandatory conditions:

1. I understand and agree that while in diversion I will not violate any municipal, state or federal laws, or the laws of any other country.
2. I understand and agree that I must adhere to the following diversion attendance policy in order to complete the program successfully:
 - a. I must attend any therapy appointments (individual, family, or group) and other diversion activities assigned by and scheduled with my counselor.

- b. I must provide 24-hour advance notice of the need to reschedule an appointment.
 - c. If I arrive for an appointment or activity more than 10 minutes late, I may not be allowed to participate and instead will accrue an absence.
 - d. In the event of an absence, I must contact my counselor as soon as possible to reschedule or my case will be returned to the District Attorney to review for filing in court. This is solely my responsibility; my counselor will not make attempts to contact me.
 - e. Repeated absences will result in my case being returned for filing in court.
- 3. I understand and agree that while in diversion I must attend school and/or maintain full-time employment, and I will provide proof of school attendance or employment as requested. If I am currently unemployed or not in school, I understand and agree that proof of good faith efforts to obtain an education or employment is required.
- 4. I understand and agree that if any of my contact information changes (phone number, email, and address), I will notify my diversion counselor within 48 hours. If my whereabouts are unknown, I understand the District Attorney may proceed with a warrant for arrest in my case.
- 5. I understand and agree that there is a one-time non-refundable administrative fee of \$300 to participate in diversion due when this contract is signed. I may request a payment plan.
- 6. I understand and agree not to use any illegal drugs. I understand and agree that if my individual treatment plan includes no use of marijuana and/or alcohol the use of those substances may result in removal from the diversion program and the District Attorney reviewing my case for charges and prosecution in court. Further, I understand and agree to complete required drug testing at any time and at my own expense.
- 7. I understand and agree that part of taking responsibility for my conduct related to this case is paying appropriate restitution to victims. I understand that diversion will seek restitution information from the victim(s) in my case. If restitution is sought, I will be informed of the amount, whether the amount can or will change, and I will be provided with supporting documentation within two months of signing this contract and beginning the diversion process. I understand and agree that all restitution must be paid in full to successfully complete the diversion program. A copy of the diversion program's restitution policy will be provided upon request.
- 8. I understand and agree to waive confidentiality to allow the diversion program's victim advocate to provide victims with information regarding the interventions required by my treatment plan, updates on my progress and the status of my case. No other information about my case will be shared with the victim in my case without additional signed releases.
- 9. I understand and agree that my individual requirements to successfully complete the diversion program, in addition to these mandatory conditions, will be identified on my treatment plan. My treatment plan may be revised by the diversion program to address further treatment needs if necessary.
- 10. I understand and agree that an unsuccessful termination from the diversion program means that my case is returned to the District Attorney to review and that the District

Attorney may file and prosecute this case in court. I understand and agree that violations of these mandatory conditions, new law violations, and non-compliance with my treatment plan, as determined by the diversion program, are all grounds for an unsuccessful termination from the program.

11. I understand and agree that the statute of limitations (the time period within which the district attorney has to bring charges) will be tolled, or paused, during the diversion process (beginning on the date my case was referred to the diversion program by the reviewing District Attorney).
12. I understand and agree that I am waiving confidentiality to allow my diversion counselor to provide limited information about my case to the District Attorney under the following circumstances: I am unsuccessfully discharged from the diversion program, the District Attorney is considering any additional cases against me for a diversion referral, or my case is being returned to court at my request. I understand and agree that this waiver of confidentiality is limited to allow my diversion counselor only to share information with the District Attorney regarding why my case is being returned to court, any treatment recommendations (which may include a summary of my treatment history) and any safety concerns related to me, my family, or the community. I understand and agree that this waiver may include limited information about drug and alcohol treatment information and school records information, which may be protected under state and federal law. Any other information will not be released to the District Attorney without an additional signed release of information or court order.
13. I understand and agree that the diversion program collects and reports data on program participants, outcomes, and recidivism as required by state law, interagency agreements, programmatic assessments or collaborative practices. The diversion program complies with all legal and ethical standards and practices to protect the personal information of participants. I consent to information about my case being included in all data collection and reporting. If the sharing of program information requires additional waivers and/or releases, the diversion program will provide the appropriate written forms.
14. I understand and agree that to remain in the diversion program I must cooperate and consent to all necessary waivers and releases.
15. **Continued Governmental Immunity from Lawsuit, Release and Waiver.**
 - a. Nothing contained in this agreement shall be deemed to be, interpreted to constitute, or represent in any way whatsoever a waiver or diminishment of any form of governmental immunity or other immunity protecting the District Attorney or the Diversion Program from lawsuit in any court located anywhere, whether based on common law, a statute, a constitutional provision, a regulation, or any other form of legal authority whatsoever. **By placing my initials here _____, I acknowledge that I have reviewed and understood this section, and that I have no questions regarding this section.**
 - b. To the fullest extent allowed by Colorado law, in consideration for receiving permission to participate in the Diversion Program, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the District Attorney and the Diversion Program from any and all liability, claims, demands, actions, and

causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in Diversion while in, on or upon the premises where the activities are being conducted, and to the fullest extent allowed by Colorado law, this is REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF the District Attorney or Diversion Program, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. **By placing my initials here _____, I acknowledge that I have reviewed and understood this section, and that I have no questions regarding this section.**

I have read this contract, had an opportunity to ask questions, and received a copy. I am in agreement with the terms and conditions of the contract as described above, and understand and agree with the waivers of confidentiality required to participate in the diversion program as described above.

Printed Name

Signature Date

Diversion Counselor Date