



Adult Diversion Counseling Program Contract

Name:

Case#:

Charges:

Date of Offense:

Referring Law Enforcement Agency:

The 18th Judicial District Attorney's Adult Diversion Counseling Program (ADCP) 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 ADCP 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 ADCP will accept your case if you meet all of the criteria described later in this contract and comply with the program's mandatory conditions. If you are not accepted into the ADCP, the District Attorney will determine whether to prosecute your case in court. If you are successful in the ADCP, the District Attorney will not prosecute your case in court and it will be dismissed. 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 prosecute 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 ADCP and have your case heard in court.

Once referred to diversion you must still 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 ADCP, 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. Any admissions, confessions, or acceptance of responsibility made during the diversion process will not be used as evidence if the case is taken to court unless there is a court order indicating that it can be used. This information is protected by the therapist-patient privilege under C.R.S. 13-90-107(1)(g).

Every case in ADCP begins with a screening process to determine whether you will be accepted to diversion. Further assessment of risks and needs will guide which interventions are most appropriate. Services may include individual counseling, family therapy, group therapy, payment of restitution if owed, restorative justice, community service, educational and employment support, random drug and alcohol testing, and participation in experiential therapy activities. Your needs, level of engagement, compliance with ADCP requirements, and your treatment plan will determine the frequency of appointments and the length of time required to successfully complete the program. Assessment will be ongoing to ensure safety and progress towards treatment goals. At any time, if it is determined your level of need is greater than what can be supported in the ADCP, your case will be reviewed to determine if diversion is still appropriate. If your safety or community safety is at risk, it may result in removal from the ADCP. Recommendations for more appropriate services will be provided when possible. The standard mandatory requirements of the ADCP program are outlined below. Your individual requirements to successfully complete the ADCP counseling program will be identified on the treatment plan that you will create with your assigned counselor.

The ADCP applies a restorative justice model to resolving cases. This approach requires that adults engage in a process that emphasizes taking accountability, understanding impact and enhancing empathy, developing insight and making amends. The adult's engagement and ownership in these steps are essential to successful completion of diversion and create more impactful outcomes than imposed consequences. As such, all adults accepted into ADCP must participate in a restorative justice process as part of meeting their program requirements. ADCP is a victim-centered program and will consider the victim's input in the restorative justice process.

The ADCP actively seeks input from victims, witnesses, and community members impacted by your criminal behavior. The ADCP 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 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.

The ADCP 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 ADCP and the District Attorney reviewing your case for prosecution in court.

By agreeing to participate in the ADCP, you are agreeing to comply with the following mandatory conditions. Non-compliance with these mandatory conditions or the requirements of your individualized treatment plan will result in a staffing by the ADCP team to determine a program response which may include returning the case to the District Attorney to review for prosecution in court:

1. I understand and agree that while in ADCP I will not violate any municipal, state or federal laws, or the laws of any other country. If I have any police contact resulting in additional charges or summons to appear in court, I will notify ADCP. It is my responsibility to inform ADCP of any violations of the law. Information should be disclosed within 48 hours.
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. Two missed appointments will result in a staffing by the diversion team to determine a program response.
 - 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 may 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 ADCP 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 ADCP 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 ADCP and the District Attorney reviewing my case for charges and prosecution in court. Medical marijuana use is prohibited while in the ADCP Counseling Program without the express written permission of the elected District Attorney or the Assistant District Attorney. If substance abuse treatment is deemed necessary, I understand that engaging in treatment at the level indicated by my treatment provider will be mandatory.
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 ADCP 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 ADCP'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 that I must complete restorative justice in my case. The restorative justice process used will be informed by victim input and my individualized treatment plan.
11. I understand and agree that an unsuccessful termination from ADCP means that my case is returned to the District Attorney to review and that the District Attorney may 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 ADCP, are all grounds for an unsuccessful termination from the ADCP.
12. I understand and agree that the statute of limitations (the time period within which the prosecution 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).
13. I understand and agree that if my case requires review with the District Attorney for any reason, including at my request, I am waiving confidentiality to allow ADCP to provide information about my case to the District Attorney. This may occur if my case is being reviewed for filing in court, or if the ADCP or the District Attorney is determining whether to keep my case, or a new case, in diversion. I understand and agree that this

waiver of confidentiality allows diversion 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 drug and alcohol treatment information and school records information, which may be protected under state and federal law. Under Colorado Rules of Procedure, rule 16, this information may become part of my case file, and I understand and agree that my waiver extends to the sharing of my information through the discovery process as required by law.

14. I understand and agree that ADCP collects and reports data on program participants, outcomes, and recidivism as required by state law, interagency agreements, programmatic assessments or collaborative practices. ADCP 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, ADCP will provide the appropriate written forms. I understand and agree that to remain in ADCP I must cooperate and consent to all necessary waivers and releases.
15. I understand that the ADCP staff are mandatory reporters. Any unreported allegations of abuse will be reported to the Child Abuse Hotline. It will be up to the Department of Human Services to determine if further action is needed. Diversion does not have any authority regarding placement, welfare investigations, or custody arrangements.
16. I understand that ADCP does not provide crisis support. If I need immediate care I will need to contact emergency services or go to the nearest emergency room. The Diversion staff are not responsible for afterhours care including weekends and government holidays. ADCP staff can help develop a safety plan with resources in case of emergencies.
17. I understand that I am expected to be present for meetings sober and appropriately prepared. If I am suspected to be under the influence, behave in an unsafe manner, or am unable to participate responsibly, these are all grounds for an unsuccessful termination from the ADCP. ADCP is committed to ensuring safety for all participants, staff, and the community.
18. I understand upon successful completion of ADCP my case may be eligible for sealing. Sealing of records is not guaranteed and the court makes all decisions on the sealing of records, not Diversion. If the identified victim(s) in my case object to the expungement of your records, this may result in a court hearing.
19. I understand that if there is a Mandatory Protection Order (MPO) in my case, I will obey all of the expectations of the order as required by the court. It is my responsibility to understand the restrictions of the MPO. A copy can be requested from the court, if needed. Any modifications to the MPO must be approved by the court and cannot be changed by the ADCP alone. If I knowingly violate the MPO my case may be returned to the District Attorney to review for filing in court.
- 20. 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 it explained and received a copy. I agree with the terms and conditions of the contract as described above, and understand and agree to the waivers of confidentiality required to participate in ADCP as described above.

Printed Name

Signature Date

Diversion Counselor Date