

Juvenile Diversion Counseling Program

Contract for Juvenile Clients

Name:

Case#:

Charges:

Date of Offense:

Referring Law Enforcement Agency:

The 23rd Judicial District Attorney's Juvenile Diversion Counseling Program (JDCP) is an alternative to formal prosecution. The district attorney is alleging that you committed the delinquent act(s) listed above. The district attorney believes you and your case are appropriate for the diversion process instead of formally prosecuting you in court.

The JDCP 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 JDCP will accept your case if you meet the criteria described later in this contract and comply with the program's mandatory conditions. If you are not accepted into the JDCP, the district attorney will determine whether to prosecute your case in court. If you are successful in the JDCP, 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 JDCP or because of new juvenile delinquency or 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 JDCP and have your case heard in court.

To participate in the JDCP, 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).

Pursuant to Colorado Statute 19-1-304, the school district that you are enrolled in, or will be enrolled in, has been or will be notified about this offense.

Every case in the JDCP 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 support, random drug and alcohol testing, and participation in experiential therapy activities. Your needs, level of engagement, compliance with the JDCP 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 JDCP, 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 JDCP. Recommendations for more appropriate services will be provided when possible. The standard mandatory requirements of the JDCP are outlined below. Your individual requirements to successfully complete the JDCP will be identified on the treatment plan that you will create with your assigned counselor.

The JDCP applies a restorative justice model to resolving juvenile cases. This approach requires that juveniles engage in a process that emphasizes taking accountability, understanding impact and enhancing empathy, developing insight and making amends. The juvenile'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 juveniles accepted into JDCP must participate in a restorative justice process as part of meeting their program requirements. JDCP is a victim-centered program and will consider the victim's input in the restorative justice process.

The JDCP actively seeks input from victims, witnesses, and community members impacted by your delinquent behavior. The JDCP gives victims a voice and supports victim input in every case where a victim has been identified. The JDCP also provides victims with information regarding the types of interventions required by your treatment plan and the status of your case. If successful compliance with your treatment plan requires sharing any 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 JDCP sees community support as vital to improving outcomes for youth and reducing the risk of reoffending. If partnering with other agencies or entities will aid in the successful completion of your treatment plan, the JDCP 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 JDCP and the District Attorney reviewing your case for prosecution in court.

By agreeing to participate in the JDCP, 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 JDCP 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 diversion 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 my Diversion counselor. It is my responsibility to inform my counselor 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, group or experiential) and other diversion activities assigned by and scheduled with my counselor. Two missed appointments will result in a staffing by the JDCP 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 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, participate in an alternative educational plan and/or maintain full-time employment, being absent only for valid reasons.
4. I understand and agree that the JDCP will collaborate with appropriate school personnel to aid in the successful achievement of my treatment goals, and I agree to sign the appropriate waivers to allow the JDCP to communicate and collaborate with school staff.
5. 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. I understand and agree to reside at home with my parents, legal guardians, or in a legal placement. Running away, or not notifying my parents or legal guardians of my whereabouts, is a violation of this agreement and will result in my case being returned or filed in court. If my whereabouts are unknown, I understand the District Attorney may request a warrant for arrest in my case.

6. I understand and agree that there is a one-time non-refundable administrative fee of \$150 to participate in diversion which is due when this contract is signed. I may request a payment plan.
7. I understand and agree not to use any illegal drugs or alcohol, including marijuana, which is an illegal drug for minors in the State of Colorado. Further, I understand and agree to complete required drug testing at any time and at my own expense. Medical marijuana use is prohibited while in the JDCP 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.
8. 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 the JDCP will seek restitution information from the victim/s in my case. If restitution is sought, I will be informed of the amount, and 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 JDCP's restitution policy will be provided upon request.
9. I understand and agree to waive confidentiality to allow a JDCP victim advocate to provide victims with information regarding the type of interventions on 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.
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 Diversion plan.
11. I understand and agree that my individual requirements to successfully complete the JDCP, in addition to these mandatory conditions, will be identified on my treatment plan. My treatment plan may be revised by the JDCP to address further treatment needs if necessary. Under Colorado law, for program participants 12 years old and older, the treatment plan will only be shared with parents or legal guardians with the consent of the participant or if diversion determines that the participant cannot manage their own treatment under C.R.S. 12-43-202.5.
12. I understand and agree that an unsuccessful termination from the JDCP 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/or non-compliance with my treatment plan, as determined by the JDCP, are all grounds for an unsuccessful termination from the JDCP.
13. I understand and agree that until I reach the age of 18 years, my compliance with the requirements of JDCP, as outlined in this contract, will be shared with my parent(s) or legal guardians *if deemed necessary and appropriate by JDCP*. I understand and agree to waive the confidentiality of my treatment plan and clinical progress to allow JDCP to share the basis of program non-compliance with my parent(s) or legal guardians. This waiver is limited to only that information needed to explain issues of non-compliance with the JDCP.

14. 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).
15. 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 JDCP 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 JDCP or the District Attorney is determining whether to keep my case, or a new case, in the JDCP. I understand and agree that this waiver of confidentiality allows JDCP 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.
16. I understand and agree that the JDCP collects and reports data on program participants, outcomes, and recidivism as required by state law, interagency agreements, or collaborative practices. The JDCP complies with all legal and ethical standards and practices to protect the personal information of juvenile participants and their families. 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 JDCP will provide the appropriate written forms. I understand and agree that to remain in the JDCP I must cooperate and consent to the necessary waivers and releases.
17. I understand that the JDCP 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.
18. I understand that the JDCP does not provide crisis support. If you need immediate care, you will need to contact emergency services or go to your nearest emergency room. The JDCP staff are not responsible for afterhours care including weekends and government holidays. Your counselor can help develop a safety plan with resources in case of emergencies.
19. 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 unable to participate responsibly, are all grounds for an unsuccessful termination from the JDCP. We are committed to ensuring safety for all participants, staff, and the community.
20. I understand upon successful completion of Diversion my case is eligible for expungement. Expungement of records is not guaranteed and the court makes all

decisions on the expungement of records, not Diversion. If the identified victim(s) in your case object to the expungement of your records, this may result in a court hearing.

21. 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 JDCP alone. If I knowingly violate the MPO my case may be returned to the District Attorney to review for filing in court.
22. **For Parents or Legal Guardians:** The JDCP requires your support and engagement in your child's individualized treatment plan and in complying with the mandatory conditions detailed above. This may include your participation in therapy (individual, family, group or experiential), parent coaching, and co-parenting support. Depending on your child's age and developmental level, it may also mean you will assist your child in keeping appointments and commitments. Your child cannot be successful in the JDCP without your support and participation. If parental/guardian engagement becomes a barrier to your child completing expectations, the case will be reviewed and possibly returned to court. The family and the JDCP should have a collaborative relationship to promote change. Adversarial interactions are counterproductive to the overall goals and outcomes.
23. **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 Juvenile Diversion Counseling 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 _____, juvenile, and here _____, parent or legal guardian, 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, the client and parent or legal guardians, in consideration for receiving permission to participate in the Juvenile Diversion Counseling Program, hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the District Attorney and the Juvenile Diversion Counseling 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 Juvenile Diversion Counseling 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 _____, juvenile, and here _____,**

parent or legal guardian, I acknowledge that I have reviewed and understood this section, and that I have no questions regarding this section.

My parent or legal guardian and I have read this contract, had it explained and received a copy. We agree with the terms and conditions of the contract as described above, and we understand and agree to the waivers of confidentiality required to participate in the JDCP as described above.

Print Client's Name

[Redacted]

Client Signature

Date

[Redacted]

Parent or Legal Guardian Signature

Date

[Redacted]

Parent or Legal Guardian Signature

Date

[Redacted]

Diversion Counselor

Date

If signed by a parent or legal guardian, please state the relationship to the client and the authority to sign a legal agreement, and identify anyone else with decision-making authority:
